



Shire of  
**Nannup**  
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# Agenda

**Council Meeting to be held  
on Thursday 24 September 2015  
Commencing at 4.15pm**

# A g e n d a

1. **DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**
2. **RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE**  
(previously approved)

Cr Norm Steer has submitted in writing his apology for the September 2015 Council Meeting.

3. **RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**
4. **PUBLIC QUESTION TIME**
5. **APPLICATIONS FOR LEAVE OF ABSENCE**
6. **PETITIONS/DEPUTATIONS/PRESENTATIONS**
7. **DECLARATIONS OF INTEREST**

The Shire President will read out any declarations received relating to financial, proximity or impartiality interests and ask for any further declarations to be made.

Members should make any declarations at the start of the meeting but may declare an interest before the resolution of any agenda item.

8. **CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

That the Minutes of the Ordinary Council Meeting of the Shire of Nannup held in Council Chambers on 27 August 2015 be confirmed as a true and correct record.

9. **MINUTES OF COUNCIL COMMITTEES**

**9.1 WALGA South West Zone**

That Council receive the Minutes of the WALGA South West Zone meeting held 28 August 2015.

10. **ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION**
11. **REPORTS BY MEMBERS ATTENDING COMMITTEES**

## **12. REPORTS OF OFFICERS**

Agenda No.	Description	Page No.
<b>CHIEF EXECUTIVE OFFICER</b>		
12.1	Lease of Function Room at Nannup Recreation Facilities	
12.2	Request for Financial Support	
12.3	Higgin's Swamp	
12.4	2015 Local Government Elections	
12.5	Proposed Special Meeting of Council - For the purpose of Swearing-in Newly Elected Councillors, Election of Shire President and Deputy Shire President and Appointment of Committees	
12.6	Nannup Recreation and Community Precinct	
<b>COMMUNITY &amp; DEVELOPMENT SERVICES</b>		
12.7	Modifications to various Local Planning Policies: Submitted for final adoption	
12.8	Proposed closure of an unnamed road reserve on Lot 3 Halley Road, Cundinup	
<b>WORKS &amp; SERVICES</b>		
12.9	Chief Bushfire Control Officer Endorsement	
12.10	Nannup Waste Disposal and Recycling Facility Tender 02/15	
<b>FINANCE &amp; ADMINISTRATION</b>		
12.11	Budget Monitoring July/August	
12.12	Monthly Accounts for Payment August 2015	

## **13. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING**

### **13.1 OFFICERS**

### **13.2 ELECTED MEMBERS**

## **14. MEETING CLOSED TO THE PUBLIC (Confidential Items)**

### **14.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

**14.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE  
PUBLIC**

- 15. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS  
BEEN GIVEN**
- 16. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**
- 17. CLOSURE OF MEETING**

## **CEO DEPARTMENT**

AGENDA NUMBER:	12.1
SUBJECT:	Lease of Function Room at Nannup Recreation Facilities
LOCATION/ADDRESS:	Warren Road Nannup – Part Reserve 9185
NAME OF APPLICANT:	Nannup Sport and Recreation Association Inc.
FILE REFERENCE:	REC 5
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	11 September 2015
ATTACHMENT	12.1.1 – Current Lease Agreement for the Nannup Community Centre Building

### **BACKGROUND:**

The President of the Nannup Sport and Recreation Association Inc., Mr Tony Dean, has written to Council on behalf of the Association's Committee requesting permission to transfer the current Lease of the Community Centre to the newly constructed Function Room situated at the same venue.

Mr Dean indicates that as the facility is untested, the Association requests that the terms and conditions be the same as the old facility, with a renewal period in 3 years. Mr Dean advises that this will allow the Committee to establish a plan of operation and have some idea as to the potential of the facility.

Mr Dean further advises that the Committee is in the process of transferring the Liquor Licence to take effect from 16<sup>th</sup> October 2015.

### **COMMENT:**

The Lease Agreement between the Shire of Nannup and the Nannup Sport and Recreation Association for the existing building was as follows:-

- **Permitted Purpose** – For the operation of a Sportsman's Club facility for club members including operation of a licenced bar and associated clubhouse facilities;
- **Term of Agreement** – 5 Years (1 July 2012 – 30 June 2017)
- **Annual Rent** - \$2,470.00 (\$47.50/week)

It is considered that a new Lease Agreement needs to be prepared, as opposed to a transfer of the Lease as requested by the Association, as the new facility is separated from the existing facility.

The Association seeks a Lease over the entire new facility and their Liquor Licence application also incorporates the same area.

The current annual rental of \$2,470.00 is minimal and is not considered substantial enough in light of the Association leasing a brand new facility however, taking into account that the Nannup Golf Club and the Nannup Sports and Recreation Association are contributing \$100,000.00 each to the construction of the new facility, it could be argued that these contributions warrant the current rental being retained for the initial 3 year Lease. Following this period a thorough review should be undertaken to determine a more realistic annual lease fee.

Section 3.58 of the *Local Government Act 1995* and Section 30 of the *Local Government (Functions and General) Regulations 1996* apply to the dispositions of property. Disposing of property includes leasing a property.

Normally it would be a requirement of Section 3.58 of the *Act* to give local public notice of the proposed disposition however, the *Local Government (Functions and General) Regulations 1996* provide for exemption from Section 3.58 as follows:-

30. Dispositions of property excluded from Act s. 3.58

- (1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.
- (2) (b) the land is disposed of to a body, whether incorporated or not —
  - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature;

**STATUTORY ENVIRONMENT:**

Section 3.58 of the *Local Government Act 1995* and Section 30 of the *Local Government (Functions and General) Regulations 1996* apply to the dispositions of property.

**POLICY IMPLICATIONS:** Nil

**FINANCIAL IMPLICATIONS:**

Continuation of existing Lease fee.

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Strategic Plan 2013-2023 – Our Community Leadership – Strategy 5.1 Support existing and emerging community groups.

**RECOMMENDATION:**

1. That Council advises the Nannup Sports and Recreation Association Inc., that it is willing to enter into a new 3 year Lease Agreement to allow the Association to manage the newly constructed Function Room at the Nannup Recreation Centre and it be based on the existing Lease fee arrangements in recognition of the substantial monetary contributions made by the Nannup Golf Club and the Nannup Sports and Recreation Association towards the cost of the new building; and
2. The above approval is on the proviso that at the expiration of the 3 year Lease period, a thorough review of the operations of the Centre be undertaken with the view to imposing a more realistic annual lease fee for the premises.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.2
SUBJECT:	Request for Financial Support
LOCATION/ADDRESS:	
NAME OF APPLICANT:	WA Performing Arts Eisteddfod (WAPAE)
FILE REFERENCE:	ASS5
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	11 September 2015

**BACKGROUND:**

Ms Myra Easton, President of WAPAE writes to seek the support of the Shire of Nannup to enable WAPAE to continue to run the annual Eisteddfod held at the Bunbury Regional Entertainment Centre in the month of June each year.

Ms Easton advises that entry numbers for the 2015 event included 2,800 entries which saw 7,200 individual performances go across the stage during the 21 days. The Eisteddfod is an iconic event for the South West region and its aims are to promote the love, appreciation and advancement of the performing arts in the community. It supports local communities, music teachers, dance schools, primary and secondary schools throughout the region and is the biggest Eisteddfod held in WA.

Ms Easton advises that WAPAE is a not-for-profit organisation and they have to constantly look for funding sources every year to keep the event happening for the region. Therefore, WAPAE seeks financial assistance from the Shire of Nannup through its Community Development Funds to a total of \$5,000 to enable WAPAE to continue to deliver the event for the residents of the Nannup Shire and the region.

Ms Easton advises that if WAPAE is unable to secure sufficient funds to continue the event, the Eisteddfod will be in danger of disappearing and that this would be tragic for the communities, families and participants and particularly so as WAPAE is working towards their 60<sup>th</sup> continuous year in 2017.

**COMMENT:**

The above request has been circulated to all 12 local governments within the South West Zone of WALGA.

It is unfortunate that WAPAE's request for funding comes after Council has set its 2015/2016 Budget and it is considered that the request for \$5,000 sponsorship cannot be met within the current Budget allocations.



Whilst local children do perform in the Eisteddfod, their association is through educational institutions and dance schools in Busselton and these numbers would be low in respect to overall numbers of children in the Nannup Shire. If Council was to contribute financially to the WAPAE, it is considered that it should be considerably less than the \$5,000 requested.

**STATUTORY ENVIRONMENT:** Nil

**POLICY IMPLICATIONS:** Nil

**FINANCIAL IMPLICATIONS:** Nil

**STRATEGIC IMPLICATIONS:** Nil

**RECOMMENDATION:**

That Council advises the WA Performing Arts Eisteddfod that as Council had adopted its 2015/2016 Budget prior to the request for financial support being received, no provision has been made for such a commitment to be made within the current Budget allocations.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.3
SUBJECT:	Higgin's Swamp
LOCATION/ADDRESS:	
NAME OF APPLICANT:	Blackwood Basin Group
FILE REFERENCE:	TPL 2 01
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	13 September 2015
ATTACHMENT:	12.3.1 – Higgin's Swamp Structure Plan Map

**BACKGROUND:**

Ms Felicity Willett, Program Manager for the Blackwood Basin Group (BBG) writes to Council to advise that over the last eight months, the BBG has received a number of phone calls and emails regarding the current state of, and future plans for, Higgin's Swamp located at Lot 701 Kearney Street, Lots 67 and 68 Warren Road and Lot 700 Higgins Street in Nannup.

Ms Willett advises that the BBG would ideally like to see, and be involved in, the rehabilitation of the swamp; as they believe there is community and Council support as well as strategic documentation to assist these actions. As the sub-regional NRM Group for the Blackwood Catchment, the BBG has a keen interest on protecting natural assets, particularly those with either a high conservation value or that are a high priority for the community.

Ms Willett indicates that from the information gathered, Higgin's Swamp currently provides habitat for waterbirds, such as black swans, that are reportedly nesting in the shallows. Given the swamp's highly visible location and proximity to urban areas, there seems to be a community desire to rehabilitate this area. The BBG has been provided the 'Higgin's Swamp Structure Plan' (Plan) that outlines recommendations for the precinct's development, approved by the Council of the Shire of Nannup.

Ms Willett advises that this Plan demarcates just over 3 hectares to be considered as a 'conservation' precinct, surrounded by a majority of low density residential as well as a tourism and a development site. On face value, this Plan provides large opportunity for facilitating community involvement in environmental activities, interaction with nature, and scope for eco-tourism activities for visitors to the region. The BBG would support action to rehabilitate Higgin's Swamp, and have been approached by community members to be the lead proponent in such a project, however there are a number of uncertainties about the site.

The BBG are unsure of:

- The ownership of the swamp;
- The hydrology of the site;
- Current management actions and planned future actions.

The BBG would encourage the Shire of Nannup to initiate actions to bring the Plan to fruition, and believe the Council would be best placed to lead this project. The BBG can support these actions by partnering with the Shire in state and federal grant applications to undertake invasive species control, site preparation and revegetation activities, as well as ecological surveying, community based monitoring and other related activities that may be eligible under certain grant programs.

There would need to be further site assessments and community consultation to be conducted prior to on-ground works in order to develop a detailed project plan.

In brief, the BBG encourages the Council to act on community interest to rehabilitate this area. The BBG can support this by partnering with the Council in grant applications to achieve environmental outcomes, however will need more in-depth site assessment information to plan this on-ground work appropriately and in alignment with community desires.

**COMMENT:**

In response to the above correspondence and the questions posed by the BBG's Program Manager, the CEO responded via email with the following:-

*"I write to advise that Council is in receipt of your correspondence regarding Higgin's Swamp and before referring the matter to Council at its September 2015 Ordinary meeting I thought it appropriate to advise you of the questions that you posed in your letter.*

*Firstly, the swamp area is located within four (4) privately owned lots, being 67, 68, 700 and 701, bounded by Warren Road, Kearney, Higgins and North Streets. The Structure Plan that was presented to Council for endorsement in 2012 was prepared by a Planning Consultant for J & L Ogden, owners of lot 67, as a requirement to grant planning consent to the development of 4 residential properties. The Structure Plan considered that the swamp area could be developed as a "conservation precinct" however, as it is located on privately owned properties, it would be assumed that any development is the responsibility of the owner/s.*

*As far as I am aware, no hydrology assessments have been undertaken within the area and therefore, a thorough assessment would need to be undertaken. In respect to current management actions and planned future actions, nothing has progressed since the 2012 Structure Plan was presented to Council.*

*As indicated above, the Blackwood Basin Group's correspondence will be presented to Council at its 24 September Ordinary meeting and I will advise you of the outcomes of Council's deliberations. In the meantime, please consider the above comments and contact me should you require further information".*

Ms Willett responded with the following email:-

*"Many thanks for the clarification on the questions raised in my letter. It seems that there is little we can do apart from provide support and resources to the landholders to improve the environmental integrity of the wetland. In saying that, the BBG does run many projects with agricultural landholders, so there may be some scope to approach and gain a favourable outcome from these private landholders.*

*I look forward to hearing the outcomes of the Council's discussions about this matter, as I'm sure the Councillors would welcome a more amenable green space in the township particularly given the prior planning recommendations for this precinct.*

**STATUTORY ENVIRONMENT: Nil.**

**POLICY IMPLICATIONS: Nil**

**FINANCIAL IMPLICATIONS: Nil.**

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Strategic Plan 2013-2023 – Our Natural Environment – Strategy 4.2 Balance community, environment and economic development in our Shire.

**RECOMMENDATION:**

That Council endorses the CEO's response in relation to the Blackwood Basin Group's (BBG) proposal for the development of Higgin's Swamp and that Council reaffirms to the BBG that whilst it would welcome the development of the Swamp as a 'conservation' precinct, responsibility for such development ultimately lies with the landowners.

**VOTING REQUIREMENTS: Simple Majority**

AGENDA NUMBER:	12.4
SUBJECT:	2015 Local Government Elections
LOCATION/ADDRESS:	
NAME OF APPLICANT:	Peter Clarke – Returning Officer
FILE REFERENCE:	ADM 2
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	13 September 2015

**BACKGROUND:**

Nominations for the 2015 Council Elections closed on Thursday, 10 September 2015 at 4.00pm with the following nominations being received:-

**North Ward**

1 Vacancy                      4 year term

Robert Bruce **LONGMORE**  
Vincent Ross **CORLETT**

**South Ward**

1 Vacancy                      4 year term

Joan Anne **LORKIEWICZ**  
Patricia Christine **FRASER**

**Central Ward**

2 Vacancies                      4 year terms

Norman **STEER**  
Anthony James **DEAN**

**COMMENT:**

Following the closure of nominations on Thursday, 10 September 2015 at 4.00pm, the CEO in his capacity as Returning Officer made the following declarations in respect the nominations received:-

**North Ward**

1 Vacancy                      4 year term

Vincent Ross, **CORLETT**  
Robert Bruce **LONGMORE**

*In view of there being more nominations than the one vacancy required for North Ward, an election will be conducted on Saturday, 17 October 2015 to fill the above vacancy. A draw for positions on the Ballot Paper was conducted with the positions on the Ballot Paper indicated above*

**South Ward**

1 Vacancy                      4 year term

Joan Anne **LORKIEWICZ**  
Patricia Christine **FRASER**

*In view of there being more nominations than the one vacancy required for South Ward, an election will be conducted on Saturday, 17 October 2015 to fill the above vacancy. A draw for positions on the Ballot Paper was conducted with the positions on the Ballot Paper indicated above.*

**Central Ward**

2 Vacancies                      4 year terms

Norman **STEER**  
Anthony James **DEAN**

*In view of only two nominations being received for the two required vacancies for the Central Ward, Norman Steer and Anthony James Dean were duly elected unopposed to the positions of Councillor for the Central Ward for the ensuing 4 years with their terms expiring in October 2019.*

**STATUTORY ENVIRONMENT:**

*Local Government Act 1995 and Local Government (Elections) Regulations 1997*

**POLICY IMPLICATIONS:**

Nil

**FINANCIAL IMPLICATIONS:**

There will be financial implications associated with the conduct of an Election for the North and South Wards. Provision for such costs have been provided for in the 2015/2016 Budget

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Strategic Plan 2013-2023 – Our Council Leadership – Strategy 6.1 Lead, Listen, Advocate, Represent and Provide.

**RECOMMENDATION:**

That Council receives the report provided by the Returning Officer on the Nominations received and Election to be conducted on Saturday, 17 October 2015 for the North and South Wards.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.5
SUBJECT:	Proposed Special Meeting of Council - For the purpose of Swearing-in Newly Elected Councillors, Election of Shire President and Deputy Shire President and Appointment of Committees
LOCATION/ADDRESS:	
NAME OF APPLICANT:	Peter Clarke – Returning Officer
FILE REFERENCE:	ADM 2
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	13 September 2015

**BACKGROUND:**

With the Local Government Elections being held on Saturday, 17 October 2015, it is good policy to undertake the Swearing-in of newly Elected Members, the election of the Shire President and Deputy Shire President and appointment of Councillors to various Committees at a Special Meeting of Council rather than these processes being carried out as part of the normal monthly meeting.

The scheduling of a Special Meeting allows Councillors families and friends to witness the process and then enjoy some fellowship following the meeting without the normal business of Council interfering in this important occasion.

**COMMENT:**

It is therefore proposed that Council schedules a Special Meeting on **Monday, 19 October 2015 commencing at 4.30pm** specifically for the purpose of swearing-in newly elected Councillors, election of the Shire President and Deputy Shire President position's and appointment of Councillors to various Committees etc.

The CEO, in consultation with the Shire President, has contacted Mr Ross Croft in his capacity as a Justice of the Peace inviting him to witness the Swearing-in process and Mr Croft has confirmed his availability.

**STATUTORY ENVIRONMENT:**

Sections 2.15, 2.29 and Schedule 2.3 Division 2 of the *Local Government Act 1995* relating to declarations of appointment and processes for the election of the Shire President and Deputy Shire President's positions.



**POLICY IMPLICATIONS:** Nil

**FINANCIAL IMPLICATIONS:** Nil

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Strategic Plan 2013-2023 – Our Council Leadership  
– Strategy 6.1 Lead, Listen, Advocate Represent and Provide.

**RECOMMENDATION:**

That Council schedules a Special Meeting to be held on Monday, 19 October commencing at 4.30pm in the Council Chambers for the purposes of swearing-in newly elected Councillors, election of the Shire President and Deputy Shire President position's and appointment of Councillors to various Committees etc.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.6
SUBJECT:	Nannup Recreation and Community Precinct
LOCATION/ADDRESS:	Shire of Nannup
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	REC 2A
AUTHOR:	Bret Howson – Consultant Project Manager
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT	16 September 2015
ATTACHMENT:	12.6.1 – Project Costing Schedule

**BACKGROUND:**

At the Ordinary meeting of Council in February 2015, the Council resolved to:

- 1. Receive the February 2015 progress report for the Nannup Recreation Centre Project.*
- 2. Request the Chief Executive Officer include a status report for the Nannup Recreation Centre Project in each Council Information Report.*
- 3. Request the Chief Executive Officer provide a detailed agenda report for the Nannup Recreation Centre Project at the April 2015, June 2015 and September 2015 Ordinary Council meetings,*
- 4. Give Authority for the Chief Executive Officer to agree to variations up to the limit of the variation budget of \$155,000*

This item is to provide the Council with a detailed project report as requested in item 3 of the above resolution of Council.

Further to the recent Council briefing (18<sup>th</sup> August 2015), this report is also to inform the Council of the likelihood of variations exceeding the limit of \$155,000, resolved in item 4 above.

**COMMENT:**

At the time of this report, the Nannup Recreation and Community Precinct has reached 75% of project completion.

The original contracted price for the construction of the new function room area of the recreation centre is \$2,193,016.10, being \$1,993,651.00 plus GST. This is listed below:

TRADE COMPONENTS		TOTAL (incl GST)
1	Preliminaries	\$ 236,931.10
2	Earthwork	\$ 60,000.00
3	Site Work	\$ 46,200.00
4	Concrete Work	\$ 64,400.00
5	Structural Steelwork	\$ 324,500.00
6	Metalwork	\$ 88,000.00
7	Brickwork	\$ 98,200.00
8	Carpentry	\$ 150,700.00
9	Aluminium Windows and Doors	\$ 97,000.00
10	Hardware	\$ 20,900.00
11	Roofing	\$ 66,000.00
12	Drainage and Plumbing	\$ 165,000.00
13	Electrical Services	\$ 312,000.00
14	Mechanical Services	\$ 121,000.00
15	Plasterwork	\$ 34,600.00
16	Suspended Ceilings	\$ 71,800.00
17	Wall and Floor Tiling	\$ 38,500.00
18	Resilient Finishes	\$ 49,500.00
19	Glasswork	\$ 6,600.00
20	Paintwork	\$ 46,750.00
21	<u>PROVISIONAL SUMS</u>	
21a	Water Corp Headwork Charges	\$ 24,200.00
21b	DoH Effluent Treatment Approvals	\$ 1,650.00
21c	Western Power Headworks	\$ 59,785.00
21d	Remote Switch Electric Heaters	\$ 3,300.00
21e	Signage	\$ 5,500.00
<b>TOTAL</b>		<b>\$ 2,193,016.10</b>

Further to the original project budget, the Shire of Nannup has successfully applied for funding from the Natural Disaster Resilience program and the South West Development Grant Scheme, the details are as follows:

### **Natural Disaster Resilience Program (NDRP)**

The outcomes for the grant are:

- Resilience and capacity is built in the community

- Community volunteer organisations can use the commercial kitchen during emergencies
- Recovery from an emergency can be achieved quickly
- Residents have access to up to date information during an emergency.

The line items submitted to justify this grant amount are below, however the line items are not critical to the grant acquittal. Grant acquittal is based on proof of 50% contribution from the Shire of Nannup and the above four outcomes have been achieved. The grant funding is for \$221,178 from NDRP and a matching \$221,178 from the Shire of Nannup.

### **South West Regional Grant Scheme (SWRGS)**

The elements for the grant are:

- Rendering of the existing building to ensure the two facilities are aesthetically pleasing and are integrated in the one project
- New doors on the existing building and the removal of the grated window treatment to renovate and modernise the facility.
- Precinct signage
- Bituminising the road entrance and car parking, kerbing and ensuring safety of pedestrians and traffic
- Car park linemarking and exterior building lighting
- Landscaping, including outdoor furniture
- Emergency management considerations.

The grant funding is for \$144,294 from SWRGS, \$131,000 from the Shire of Nannup and \$7,000 from other sources.

To incorporate the Natural Disaster Resilience Program and South West Regional Grants Scheme grants, it was decided to issue specific line item variations to ensure the Shire meets the grant criteria, outcomes and estimated costs:

The following is a list of all variations to date, include the above-mentioned grant items:

		<b>TRADE COMPONENTS</b>	<b>TOTAL (incl GST)</b>
22	S1-RJ	North Sports Hall Entry	\$ 16,067.40
23	SI-003	South Kitchen/Bar Entry	\$ 8,598.74
24	VQR01	Vents on existing sports hall	-\$ 7,152.20
25	VQR02	Raise floor height	\$ 37,371.21
26	VQR03	Water and fire services	\$ 9,631.42
27	VQR04	Change to stormwater pipe	-\$ 2,575.00
28	VQR06	Column lighting	-\$ 31,856.86
29	VQR08	GPP Ceiling	\$ 4,704.48
30	VQR09	Eastern gable of existing hall	\$ 19,506.30
31	VQR11	Seniors / Community room lighting	-\$ 1,369.50
32	VQR13a	Jarraah column cladding	-\$ 25,707.00
33	VQR14	Deep sewerage	\$ 374.00
34	VQR15	Door hardware	\$ 2,249.30
35	VQR18	Connect to deep sewerage	\$ 14,193.30
36	VQR19	Vinyl flooring	\$ 1,923.90
37	VQR20	Community space	\$ 20,197.32
38	VQR21	Jarraah wall cladding	\$ 10,672.20
39	VQR25	Mini orb profile under roof	-\$ 7,050.00
40	VQR26	Removal of Verandah	\$ 1,540.00
41	VQR27	Bar	\$ 451.22
42	VQR28	NDRP - Dishwasher	\$ 5,455.00
43	VQR29	Boiling water unit	\$ 1,171.50
44	VQR30	NDRP - Exposed Aggregate Concrete	\$ 12,650.00
45	VQR31	DELETED	
46	VQR32	DELETED	
47	VQR36	NDRP - Down Pipes	\$ 8,766.45
48	VQR37	NDRP - Standing Platform	\$ 8,132.25
49	VQR38	Down Lights	-\$ 10,652.73
50	VQR39	NDRP - Air Conditioners	\$ 6,265.88
51	VQR40	NDRP - Solar Booster	\$ 462.00
52	VQR41	NDRP - Louver switch replacement	\$ 127.05
53	VQR42	NDRP - Highlight windows	\$ 837.38
54	VQR43	NDRP - Power shut down control	\$ 755.37
55	VQR44	NDRP - Essential services	\$ 743.82
56	VQR45	NDRP - Cool room electricity/plumbing	\$ 681.45
57	VQR46	Structural steel(hotweld) Building (A)	\$ 2,696.10
58	VQR47	Structural steel(hotweld) Building (B)	\$ 3,803.51
59	VQR48	Men's & Women's Vanity	-\$ 3,183.00
60	VQR49	NDRP - Inline water filter	\$ 862.40

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61	VQR50	Finishes schedule variation	-\$ 3,978.63
62	VQR51	NDRP Project management consultation fee	\$ 8,892.32
63	VQR52	NDRP - Requisite fire equipment	\$ 66,266.62
64	VQR53	NDRP - Alternative power supply	\$ 13,600.13
65	VQR54	NDRP - Alternative water supply	\$ 39,338.86
66	VQR55	NDRP - Requisite communication systems	\$ 42,472.96
67	VQR56	SWDCGS - PM consultation fee	\$ 5,000.00
68	VQR57	SWDCGS - Rendering of existing building	\$ 40,000.00
69	VQR58	SWDCGS- Exterior power point to building	\$ 8,500.00
70	VQR59	SWDCGS – Advisory signage	\$ 4,000.00
71	VQR60	SWDCGS – Upgrade existing doors	\$ 5,454.55
72	VQR61	SWDCGS – Drink fountain installation	\$ 800.00
73	VQR62	SWDCGS - Perimeter sprinklers	\$ 20,000.00
74	VQR63	SWDCGS - Community response access	\$ 22,291.50

The inclusions of these grants required an amount of cash contribution from the Shire as a matching component. With the relative matching components in the existing contract, there is still a requirement for an additional \$159,454.72 to be contributed in funding.

However the contract still has a remaining 25% to be completed, and some variations have only been quoted as provisional sums, therefore the above mentioned amount is accurate at the time of this meeting and may vary.

Approximately 30% of the NDRP and SWDC grant variations have been completed, but at the time of this meeting the building contractor could not provide the exact amount against each item. Therefore the above amount of \$159,454.72 is the full amount of variations and will be less once all line items have been reconciled.

It is the Officer's recommendation that this amount be finalised at the end of the project, a report be submitted to the Council in November, and the variation amount be funded from the Asset Management Reserve account.

#### **STATUTORY ENVIRONMENT:**

Legally a Local Government, as a public body, has the responsibility to follow the appropriate processes and to treat all tenderers fairly. The terms and conditions set out in this contract is the standard WALGA contract document and imply that the Shire of Nannup has acted legally and fairly to all tenderers in this case.

Section 3.57(1) of the Local Government Act 1995 requires a Local Government to invite tenders before it enters into a contract for a purchase of a prescribed kind, however Part 4 (Provision of Goods and Services) of the Local Government (Functions and General) Regulations 1996, Regulation 11 states this is only required for purchases worth more than \$100,000 unless Council have delegated otherwise.

The preparation, assessment and award of this tender complies with Part 4 (Provision of Goods and Services) of the Local Government (Functions and General) Regulations 1996 Division 2 – Tendering for Goods and Services.

Variations are being requested from the builder, as the Shire has a current contract for purchasing with BRC Building Solution. However Council Staff are obtaining market quotations as well to ensure variation prices from the builder are within normal market prices.

**POLICY IMPLICATIONS:**

Council's Consultation Policy Category 6 – Major projects with Shire wide impacts

**FINANCIAL IMPLICATIONS:**

The costing report for the Nannup Recreation Centre Project has been included in the meeting agenda documents for the Council information.

However, the income and 20105/16 budget for the project is listed as follows:

<b>Income</b>	
LotteryWest Grant	\$ 300,000.00
Natural Disaster Resilience	\$ 110,590.00
SWDC	\$ 144,294.00
Sports & Recreation Assoc.	\$ 100,000.00
Golf Club Contribution	\$ 100,000.00
Anonymous Donor	\$ 35,000.00
Department of Sport & Rec	\$ 105,000.00
Reserve Contribution	\$ 151,000.00
Road to Recovery (Centenary Drive)	\$ 100,000.00
<b>BUDGET</b>	<b>\$1,145,884.00</b>

At the time of this report, the original contract and inclusion of the NDRP and SWDC funding gives the following revised contract value:

**Original Contract Value:**

\$1,993,651.00	\$199,365.10	\$2,193,016.10 Incl GST
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**Revised Contract Value:**

\$2,451,651.04	\$245,165.10	\$2,696,816.14 Incl GST
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**STRATEGIC IMPLICATIONS:**

**2.1 The Big Picture**

***We will have a sustainable, innovative and equitable economy***

Promote innovative ideas and value add to businesses and industry

Work collaboratively with State and Federal Government agencies to improve our economy

Encourage and support more industry, businesses and employment into our Shire

**RECOMMENDATION:**

That Council:

1. Receives the September 2015 progress report for the Nannup Recreation and Community Precinct Project.
2. Endorses the transfer of up to \$159,500.00+GST from the Asset Management Reserve account, for the Nannup Recreation Centre Project.

Request the Chief Executive Officer to provide the Council with a detailed report and exact amount to be transferred once the final amount is known.

**VOTING REQUIREMENTS:** Absolute Majority



# **COMMUNITY & DEVELOPMENT SERVICES**

AGENDA NUMBER:	12.7
SUBJECT:	Modifications to various Local Planning Policies: Submitted for final adoption
LOCATION/ADDRESS:	Applies throughout the district
NAME OF APPLICANT:	
FILE REFERENCE:	ADM 9
AUTHOR:	Jane Buckland – Development Services Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	14 September 2015
PREVIOUS MEETING REFERENCE:	25 June 2015
ATTACHMENT:	12.7.1 - Recommended modified policies - versions seeking final adoption 12.7.2 - Submissions

## **BACKGROUND:**

The purpose of this report is to inform Council of the public consultation outcomes and to seek Council's final adoption of the modifications to various Local Planning Policies. The recommended final adoption versions of the policies are set out in Attachment 12.7.1 which incorporates minor amendments from the versions that were publicly advertised. Recommended amendments to the publicly advertised policies are outlined in "highlight" or "strikeout".

The Council at its meeting on 25 October 2015 resolved the following at Resolution 9218:

### ***"That Council:***

- 3. Support the public release of the following draft modified Local Planning Policies, outlined in Attachment 12.1.2, and require the draft policies to be publicly advertised in accordance with the requirements set out in the Shire of Nannup Local Planning Scheme No. 3 with an increased advertising period of six weeks:***

- i) LPP 1 Cut & Fill and Retaining Wall;***
- ii) LPP 2 Private Stormwater Drainage Connections to Council's Drains;***

- iii) LPP 4 Bed & Breakfast;*
- iv) LPP 5 Consultation;*
- v) LPP 7 Special Rural Fencing Standards;*
- vi) LPP 8 Nannup Mainstreet Heritage Precinct;*
- vii) LPP 11 Development in Flood Prone Areas;*
- viii) LPP 12 Chalet Development in Agriculture, Agricultural Priority 1 & 2, Cluster Farming, Coastal Landscape and Special Residential Zones;*
- ix) LPP 13 Car Parking and Vehicular Access; and*
- x) LPP 15 Dedication of Road Access.*

**4. Reconsider the draft modified Local Planning Policies following the close of the public submission period and determine whether or not to adopt the policies with or without modification."**

Consultation

In accordance with the Council resolution and subsequently requested by Councillors, the Shire administration consulted extensively for a 6 week period through:

- writing to and inviting comments from 27 stakeholders and government agencies;
- placing public notices in local papers on multiple occasions;
- placing details on the Shire website;
- placing notices around the town centre; and
- having information available at the Shire office.

The *Shire of Nannup Local Planning Scheme No. 3 (LPS3)* requires that the Shire seek comment for at least 21 days on modifications to a Local Planning Policy. Therefore the consultation period significantly exceeds LPS3 requirements.

The Shire received 7 submissions on the draft modified policies (see Attachment 12.7.2). All of the submissions were from government agencies which either support or raise no objection to the draft modified policies.

**COMMENT:**

The Department of Water has provided useful comments which have resulted in changes to the advertised draft modified policies. This included the addition of the requirement for information pertaining to the management of surface water and shallow ground water in policies *LPP001 Cut & Fill and Retaining Walls* and *LPP002 Private Stormwater Drainage Connections to Council's Stormwater Drains* and additional information to be included in the related documents for both these policies. The related documents are available for viewing at the Shire office.

The Department of Planning also provided advice which has resulted in wording changes to policies LPP001 Cut & Fill and Retaining Walls and LPP013 Car Parking and Vehicular Access. These policies have been amended to distinguish between areas subject to the R-Codes and non-coded areas where the Shire's local planning policy provisions will be applied. Minor wording changes have also been made to LPP005 Consultation to reflect the new 'deemed-to-comply' provisions of the Planning and Development (Local Planning Scheme) Act 2015.

It is suggested that the Council is now in a position to grant final adoption to the modified Local Planning Policies. These are slightly amended from the advertised draft modified versions to reflect the content of the submissions where necessary and based on a review by the Shire administration. Considering the extensive consultation that occurred on the draft modified policies, resulting in no submissions raising concerns, it can only be assumed that there is overall community/stakeholder acceptance or support for the modified policies.

#### **STATUTORY ENVIRONMENT:**

*Planning and Development Act 2005, LPS3 and various State Planning Policies.* Section 2.4 of LPS3 provides the ability to prepare, amend or rescind a Local Planning Policy.

#### **POLICY AND CONSULTATION IMPLICATIONS:**

Local Planning Policies are non-statutory documents which provide guidance to assist the local government in its decision making. Accordingly, the local government is not bound by the policies but is required to have regard to the policies in determining Planning Applications.

#### **FINANCIAL IMPLICATIONS:**

There were costs to the Shire in advertising the draft modified policies.

#### **STRATEGIC IMPLICATIONS:**

The modified Local Planning Policies, if granted final adoption, will assist the decision-making of the local government, inform applicants/landowners of Council requirements and raise community and stakeholder awareness.

**RECOMMENDATION:**

That Council grant final adoption to the modified *Local Planning Policies* as set out in Attachment 12.7.1 and advise submitters of the above and thank them for their input into the process.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.8
SUBJECT:	Proposed closure of an unnamed road reserve on Lot 3 Halley Road, Cundinup
LOCATION/ADDRESS:	Lot 3 Halley Road, Cundinup
NAME OF APPLICANT:	Nathan & Helen Helms
FILE REFERENCE:	A190
AUTHOR:	Jane Buckland – Development Services Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	16 September 2015
PREVIOUS MEETING REFERENCE:	
ATTACHMENT:	12.8.1 - Correspondence and plan from applicant 12.8.2 - Location map

### **BACKGROUND:**

An application has been made to permanently close an unnamed road reserve which bisects Lot 3 Halley Road, Cundinup and once closed, for it to be amalgamated into the surrounding freehold land. The applicants' request is outlined in Attachment 12.8.1.

The location of the road reserve is shown in Attachment 12.8.2. The area is approximately 20 kilometres north-northeast of the Nannup townsite.

There is no evidence to indicate that a road was ever constructed in the unnamed road reserve either prior to gazettal or since, and the reserve terminates at the property boundaries to both the east and west. It is presumed that when the road reserve was created it originally extended to Halley Road or Gardiner Road but that this connection is now incorporated into State Forest.

### **COMMENT:**

It is suggested that the Council initiates permanent closure of the unnamed road reserve and agrees that it be amalgamated into surrounding Lot 3 on Diagram 28934. This section of road reserve is superfluous and the land is largely cleared. There is no access to the unnamed road reserve from either the State Forest to the east or the freehold land to the west as the reserve is wholly contained on Lot 3 Halley Road.

If Council agrees, the Shire administration will advertise the resolution to initiate road closure in a newspaper circulating in the district for a period of 35 days, write to and invite comments from stakeholders and government agencies, place public notices on community noticeboards, place details on the Shire website and at the

Shire office. Following the close of the consultation period, the Council and the Shire administration will consider the submissions and determine whether to request the Minister to close the unnamed road reserve.

**STATUTORY ENVIRONMENT:**

*Land Administration Act* and *Land Administration Regulations*. A Council resolution is required to initiate the road closure process.

**POLICY IMPLICATIONS: Nil**

**FINANCIAL IMPLICATIONS:**

There will be costs associated with advertising the resolution if Council resolves to initiate the road closure procedure.

**STRATEGIC IMPLICATIONS: Nil**

**RECOMMENDATION:**

That Council agree to initiate a request for permanent road reserve closure action, under section 58 of the Land Administration Act 1997 subject to the closed road reserve being amalgamated into surrounding Lot 3 on Plan 28934.

**VOTING REQUIREMENTS: Simple Majority**

## **WORKS & SERVICES**

AGENDA NUMBER:	12.9
SUBJECT:	Chief Bushfire Control Officer Endorsement
LOCATION/ADDRESS:	Shire of Nannup
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	FRC 1
AUTHOR:	Chris Wade - Manager Infrastructure
REPORTING OFFICER:	Chris Wade - Manager Infrastructure
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	12 September 2015

### **BACKGROUND:**

#### ***BUSH FIRES ACT 1954 - SECT 38***

#### **38 .      *Local government may appoint bush fire control officer***

*(1)      A local government may from time to time appoint such persons as it thinks necessary to be its bush fire control officers under and for the purposes of this Act, and of those officers shall subject to section 38A(2) appoint 2 as the Chief Bush Fire Control Officer and the Deputy Chief Bush Fire Control Officer who shall be first and second in seniority of those officers, and subject thereto may determine the respective seniority of the other bush fire control officers appointed by it.*

### **COMMENT:**

During the recent Bushfire Advisory Committee Annual meeting the position of CBFCO was not filled. Since that meeting Cr Robin Mellema has advised he will nominate for the position. As this nomination is unopposed and has since the nomination had the full support from all Fire Control Officers it is put to Council for endorsement. Cr Mellema has many years of brigade experience and has served as a deputy for several seasons.

Further to the above Mr Ashley Kidd has nominated unopposed for a role as a Deputy Chief Bushfire Control Officer and has also been supported by FCO's.

Mr Chris Wade had been a deputy for 2 seasons and has been renominated unopposed.

Cr Robin Mellema	Chief Bushfire Control Officer
Ashley Kidd	Deputy Chief Bushfire Control Officer
Chris Wade	Deputy Chief Bushfire Control Officer

**STATUTORY ENVIRONMENT:** Nil.

**POLICY IMPLICATIONS:** Nil

**FINANCIAL IMPLICATIONS:**

**STRATEGIC IMPLICATIONS:** Nil

**RECOMMENDATION:**

Council make the following appointments in accordance with section 38 Bushfires Act 1954

Cr Robin Mellema	Chief Bushfire Control Officer
Ashley Kidd	Deputy Chief Bushfire Control Officer
Chris Wade	Deputy Chief Bushfire Control Officer

**VOTING REQUIREMENTS:** Simple Majority



AGENDA NUMBER:	12.10
SUBJECT:	Nannup Waste Disposal and Recycling Facility Tender 02/15
LOCATION/ADDRESS:	Shire of Nannup
NAME OF APPLICANT:	Shire of Nannup
FILE REFERENCE:	HLT2
AUTHOR:	Chris Wade - Manager Infrastructure
REPORTING OFFICER:	Chris Wade - Manager Infrastructure
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	12 September 2015

**BACKGROUND:**

Council's current contract for Management of The Nannup Waste Disposal and Recycling Facility expired at the end of June 2015.

A tender for the contract was advertised prior to this date but due to advice received from the Western Australian Local Government Association when reviewing the contract and tender the recommendation was that contract should be re tendered with some changes.

Further information that may be relevant and Council should be aware of, is that the previous contract was not managed by council staff to the level that the contract specifies due to staff resource issues. While some responsibility should be taken by the current contractor the major factor is due to lack of inspections and communications between council staff and the contractor. Most complaints or issues that have been raised by the public and from prospective tenderers are for this reason. The reason for bringing this to Council's attention is the likelihood that it may be raised on an individual level with councillors by rate payers once the tender is awarded.

The model that will be employed between officers and the new contractor will be fortnightly inspections between a senior manager and the contractor which will result in a written report on any pending works from both parties. Anything of a serious nature will be reported to Council at its monthly information session. Occasionally a different officer may inspect the site to cast an alternative set of eyes over the facility.

Over the coming years there will be some budget allocations required to get the Waste Management Facility heading towards compliancy to ensure that the facility meets the Environmental Protection (Rural Landfill) Regulations 2002. Firstly, two monitoring bores needs to be installed followed by settlement ponds,

Council also need to be considering reserve funding for the post closure costs which could be anywhere from \$500,000 upwards.

**COMMENT:**

Tender 02/15 Management of The Nannup Waste Disposal and Recycling Facility was readvertised and closed on 28<sup>th</sup> August 2015. There were 6 tenders received one of which was an alternative second tender. The evaluation was carried out by Council's 3 senior officers and WALGA's Procurement Services representatives individually. Each individual evaluation was then totalled into a final weighting scoresheet.

Council allocated \$116,500 in it 2015/16 budget for the management contract. Two tenderers supplied a cost under the allocation, two just over and two were considerably over the budgeted allocation.

The information supplied by the tenderers made the assessment process complicated to measure against each other as all tenders received contained minimal information in different areas. Further discussions have occurred with the two highest weighted tenderers to clarify any points of concern and to also reiterate the specifications and expectations of council from the new contractor.

Weighting for the evaluation were based on the following

Tendered Price	30%
Relevant Experience	30%
Personnel	15%
Service Performance	25%

The 6 tenders received are as follows

<b>Name</b>	<b>Tendered Price EXT GST</b>	<b>Weighting</b>
Verge Earthmoving	\$121,100	39.87
Worthy Contracting	\$110,000	38.70
Verge Earthmoving Alternative	\$117,536	33.26
VMS	\$190,000	31.04
Sellsmart	\$104,000	24.98
GL & RK Dickson	\$130,920	23.40

Evaluation was carried out purely on information supplied by the tenderers and it is also worth noting the alternative tender for Verge Earthmoving was based on changing the waste management facility into a transfer station over time but Council would incur extra costs for the transport of the weekly domestic waste to Manjimup with this option. The idea of a transfer station has been highlighted in Council Waste Management Plan and also its strategic plan. Costs of the transport of the domestic waste have not been sourced as officers feel this is

something that Council could work and budget towards over the life of this new contract.

The officer's recommendation will be to award Tender 02/15 to Worthy Contracting based on the weighting score and budget considerations.

**STATUTORY ENVIRONMENT:** Nil.

**POLICY IMPLICATIONS:** Nil

**FINANCIAL IMPLICATIONS:**

Council has allocated \$116,500 in its 2015/16 budget for the management of the waste management facility. If the officer's recommendation is supported there will be a saving of some \$6,500. This saving could be utilised on some infrastructure repairs that require attention in the near future or placed in the Waste Management Facility Reserve for the installation of two monitoring bores that currently are compliance issues.

**STRATEGIC IMPLICATIONS:** Nil

**RECOMMENDATION:**

Council award Tender 02/15 Management of The Nannup Waste Disposal and Recycling Facility to Worthy Contracting with the annual cost of \$110,000 excluding GST for 3 years with the option of a further 3 year extension subject to performance.

**VOTING REQUIREMENTS:** Simple Majority

# **FINANCE & ADMINISTRATION**

AGENDA NUMBER:	12.11
SUBJECT:	Budget Monitoring – July 2015 & August 2015
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 8
AUTHOR:	Robin Prime – Corporate Services Officer
REPORTING OFFICER:	Tracie Bishop – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT:	24 September 2015
ATTACHMENTS:	12.11.1 – Financial Statements for the period ending 31 July 2015 12.11.2 – Financial Statements for the period ending 31 August 2015 12.11.3 – Table Showing Detailed Variances for 2015/16 12.11.4 – Graph showing Rates Movements for 2015/16 as at 15 September 2015

## **BACKGROUND:**

Local Government (Financial Management) Regulation 34(1) requires that Council report monthly on the financial activity from all the various operating and capital divisions. Council has adopted a variance threshold of 10% or \$5,000, whichever is the greater on which to report. The statutory statements are appended at Attachment 12.11.1 and 12.11.2

Whilst this has resulted in all variances of 10% being identified and reported, it only focuses attention on the performance to the month in question and not the likely outturn at the end of the year.

Monthly reporting draws on the flexibility allowed in the Financial Management Regulations to draw attention to likely under and overspends at the end of the year.

**COMMENT:**

At this early point in the financial year most expenditure is expected to be contained within budgets and no major overspends are anticipated. All variances over 10% are considered to be timing issues with the exception of the Recreation Centre. Details of this project are contained within another report within this agenda.

Attachment 12.11.3 provides a detailed breakdown of income and expenditure incurred to 31 August 2015 and the associated annual budgets. The first two columns show the budget and the income or expenditure to date against each account code. The two columns on the right show the budget remaining for the year and the anticipated income or expenditure at the year end.

Also included within this month's attachments is a breakdown of rates levied for 2015/16 as well as the current level of receipts received within this area.

**STATUTORY ENVIRONMENT:**

Local Government (Financial Management) Regulation 34(1)(a).

**POLICY IMPLICATIONS:** Nil.

**FINANCIAL IMPLICATIONS:** Nil.

**STRATEGIC IMPLICATIONS:** Nil.

**RECOMMENDATION:**

It is recommended that the Monthly Financial Statements for both periods ending 31 July 2015 and 31 August 2015 be received.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.12
SUBJECT:	Monthly Accounts for Payment - August 2015
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 8
AUTHOR:	Tracie Bishop – Manager Corporate Services
REPORTING OFFICER:	Tracie Bishop – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
PREVIOUS MEETING REFERENCE:	None
DATE OF REPORT	15 September 2015
ATTACHMENTS	12.12.1 - Schedule of Accounts for Payment – August 2015 12.12.2: - Credit Card Payments – August 2015

**BACKGROUND:**

The Accounts for Payment for the Nannup Shire Municipal Account fund and Trust Account fund to 31 August 2015 as detailed hereunder and noted on the attached schedule, are submitted to Council.

**COMMENT:**

If Councillors have questions about individual payments prior notice of these questions will enable officers to provide properly researched responses at the Council meeting.

There is one corporate credit card currently in use. A breakdown of this expenditure in the monthly financial report is required to comply with financial regulations. This breakdown is included within the attachments.

**Municipal Account**

Accounts paid by EFT	7446 - 7524	\$438,846.70
Accounts paid by cheque	19853 –19866	\$7,739.12
Accounts paid by Direct Debit	DB9333-1 to DB9333-7	7,467.81
Sub Total Municipal Account		<u>\$454,053.63</u>

**Trust Account**

Accounts paid by EFT	\$0.00
Accounts Paid by cheque	\$0.00

SubTotal Trust Account	<u>\$0.00</u>
<b>Total Payments</b>	<b><u>\$454,053.63</u></b>

**STATUTORY ENVIRONMENT:** LG (Financial Management) Regulation 13

**POLICY IMPLICATIONS:** None.

**FINANCIAL IMPLICATIONS:** As indicated in Schedule of Accounts for Payment.

**STRATEGIC IMPLICATIONS:** None.

**RECOMMENDATION:**

That the List of Accounts for Payment for the Nannup Shire Municipal Account fund totalling \$454,053.63 in the attached schedule be endorsed.

**VOTING REQUIREMENTS:** Simple Majority



## Agenda Attachments

Item	Attach	Title
<b>9.1</b>	1	WALGA South West Zone
<b>12.1.</b>	1	Current Lease Agreement for the Nannup Community Centre Building
<b>12.3</b>	1	Higgin's Swamp Structure Plan Map
<b>12.6</b>	1	Project Costing Schedule
<b>12.7</b>	1	Recommended modified policies - versions seeking final adoption
	2	Submissions
<b>12.8</b>	1	Correspondence and plan from applicant
	2	Location Map
<b>12.11</b>	1	Financial Statements for the period ending 31 July 2015
	2	Financial Statements for the period ending 31 August 2015
	3	Table Showing Detailed Variances for 2015/16
	4	Graph showing Rates Movements for 2015/16 as at 15 September 2015
<b>12.12</b>	1	Schedule of Accounts for Payment – August 2015
	2	Credit Card Payments – August 2015





# WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION

## SOUTH WEST ZONE

### MINUTES

DATE	Friday 28 <sup>th</sup> August 2015	
COMMENCING AT	9.00 am	
VENUE	Shire of Augusta Margaret River Council Chambers	
PROGRAM	9.00 am	Opening
	9.05 am	Business as per agenda
	10.00 am	Morning Tea
	10.15 am	Meeting resumes
	12.00 am	Lunch

### AGENDA FORMAT

The agenda is sent in two parts. The first, being the Zone Agenda, the second the State Council Agenda in PDF format.

The State Council Agenda was emailed separately to members

### NOTICE

The Local Government Managers Association are conducting a meeting from 1.30 pm – 2.30 pm after the SWZ meeting. Networking and refreshments will follow this.

Elected representatives are invited to participate in a guided tour of the Surfers Point Redevelopment and join the CEOs for refreshments on conclusion of the tour.

**E R Fisher**  
**Executive Officer**

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### **1. Opening**

The Zone President will open the meeting at 9.00 am and welcome all present.

## 2. Attendance & Apologies

The following attendance is recorded:

Shire of Augusta – Margaret River	Cr M Smart	Present	Mr G Evershed	Present
Shire of Boyup Brook	Cr M. Giles Cr G Aird	Apology Present	Mr A Lamb	Apology
Shire of Bridgetown-Greenbushes	Cr T Practico□	Present	Mr T Clynch□	Apology
City of Bunbury	Cr M Steck□	Present	Mr A Brien Ms S Addison-Brown □	Apology Present
City of Busselton	Cr T Best	Present	Ms L Rich	Present
Shire of Capel	Cr M Scott□	Present	Mr P Sheedy	Present
Shire of Collie	Cr W Sanford	Present	Mr D Blurton	Present
Shire of Dardanup	Cr M Bennett	Present	Mr M Chester	Present
Shire of Donnybrook-Balingup	Cr S Dilley	Apology	Mr J Attwood□	Apology
Shire of Harvey	Cr T Jackson Cr P Beech	Apology	Mr.M Parker□	Present
Shire of Manjimup	Cr □W De Campo	Apology	Mr A Campbell	Apology
Shire of Nannup	Cr T Dean	Present	Mr P Clarke	Present
Executive Officer			E Fisher	Present

## 3. Visitors:

### WALGA:

James McGovern – Manager Governance

### Other Guests

Stuart Fraser, Principal Advisory Officer, Local Government Regulation and Support.

## 4. Presentations:

### 4.1 Host Council Presentation

Host shires are invited to provide a 15-20 minute presentation on current events affecting their local government area or to arrange an inspection of new or significant facilities of interest to members.

**4.2 Western Power – ( Peter Kerr)** recent changes to the way that Western Power responds to restoring power on high bushfire risk days, and what Shires might be able to do to help improve restoration times. Carey would also like to raise issues surrounding Western Power entering farmland, and biosecurity matters. – Peter Kerr – Head of Government Relations, Western Power (0400 514 226)

**4.3 Office of Bush Fire Management (Tim McNaught)** - By way of background, during 2013/14, OBRM conducted a trial for a Permit to Burn document that assisted in identifying and managing the risks associated with prescribed burning activities. Feedback was sought from those stakeholders engaged with the trial, which was consolidated into a report. That information was then provided to all local governments seeking opinion in regard to the current situation within their own jurisdiction and as to whether they would be interested in participating in any further reviews of the permit system.

A project plan has been created to further engage with stakeholders and to conduct a review of the Permit systems. This project is a tiered approach comprising a Stakeholder Reference Group (SRG), which will provide oversight to the project, and six Working Groups based on zones where the current permit system requirements are similar.

The objectives of the Local Government Permit Review Project are:

- Improved coordination and oversight of planned fire activities, at the local government level;
- Increased understanding of roles and responsibilities in regard to permits and planned fire activities;
- Reduced potential for planned burns to escape and cause significant damage;
- Greater consistency in permit issuing practices; and
- Influence the review of related DFES publications to ensure they reflect best practice and incorporate the outputs of the project.

The opportunity to further explain the project at a Zone meeting would be appreciated and if you are able to provide a schedule of the meeting dates, location and times, it would be greatly appreciated. We will then liaise further in due course to refine the details.

**4.4 Native Title Briefing –** The EO was asked to arrange a briefing on the then Recent Native Title Settlement for the SW and the implications for Local Governments (SWLSC / Dept Premier & Cabinet) (Shire of Manjimup item)

The following response has been received from the Department. Natalie Contos (0427 322 927)

Our unit within the WA Department of the Premier and Cabinet is responsible for overseeing the implementation of the South West Native Title Settlement, which was recently agreed between the State and six Noongar native title claim groups across the South West of WA. I've attached some fact sheets maps of the area for your information. Further detail can be found on our website at:

<https://www.dpc.wa.gov.au/lantu/Claims/Pages/SouthWestSettlement.aspx>.

We are keen to offer briefings on the South West Settlement to all of the Local Governments within the South West Settlement area. The briefing consists of a presentation by our team on key elements of the South West Settlement, and a presentation by a Department of Lands representative on the specific process by which particular lands will be selected for transfer to the Noongars as part of the Settlement (a process which will involve consultation with local Government).

A separate email has been circulated with maps and Fact sheets to CEOs for distribution

## 5. Announcements

- WALGA** Discussion paper on Councillor training  
Corporate governance paper available  
Webinar on candidates – awareness of responsibilities of elected members  
Convention was most successful – WALGA are receiving feedback that the topics are appropriate  
Transparency issues for LG  
Cr Sandford will take up this matter and other late items at the State Council
- Questions** Recognition of RPL – Minister indicates this will not be considered  
Subsidy for cost – WALGA are lobbying for consideration
- Comment** Changes to legislation will be required to enforce this requirement  
Training delivery options need to be considered to cut down on the cost to councils and councillors
- Dept LG&C** Capacity building program for elected members have been in progress for some years delivering training in country regional areas. Further training sessions are programmed for 2015. Workforce planning has been progressing and 2 councils have been provided funding assistance.  
Asset management planning has continued and is supported by Country Local Funds  
Capacity building funds allocated from R4R funding continues.  
A record 88 have engaged WAEC to conduct their elections.  
Discussion paper on Camps and Caravan Parks to be released in September  
Better practice in LG program has been released.  
Amendments to the Functions and General Regulations to enable improved purchasing ability by LGs.

## 6. Confirmation of Previous Minutes

Moved	Cr. Cr M Bennett	Seconded	Cr T Best	Carried
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## MOTION:

*The minutes of the meeting held at the Shire of Nannup on 26 June 2015 be confirmed as a true and correct record of the meeting*

## **7. Business Arising**

A copy of the response by the Hon. Minister for Agriculture and Food; Fisheries is attached at the end of the Agenda (MANAGEMENT DECLARED PESTS RE COMMITMENTS MADE AT BINNINGUP CONFERENCE

## **8 Reports**

### **8.1 Report by State Council Delegate**

All of the items supported by SW Zone were supported

Item on Standards being dealt with by WALGA Staff.

### **8.2 State Presidents Report**

#### **Reconnect, Review, Represent.**

These are the three touchstones that are driving my approach to the WALGA Presidency. It is clear to me that Local Governments want an Association that engages them in developing ideas, adds value to their efforts, and represents what they believe. Most of all, they want an Association that is a strong advocate for the sector. I want to make these things the hallmarks of my presidency.

To do this will require the commitment of all of us to these ideals and the review of some of our processes to ensure that we are all engaged and contributing to developing a better Association.

There are many challenges and opportunities that will present in the immediate future. Some, like State Budget funding cuts, are known but there are many unknowns that will confront our sector in this same timeframe, and as always, the Association will adapt to address them. However, in parallel, I am keen to hear directly from you about new or additional agendas that you think we should be pursuing, or indeed any that you think we should wind back on, as we look to become more focused on servicing our member's needs. I encourage you to email me with your thoughts so that they can go into the mix.

My ambition is to be a President for all Local Governments. Thank you for entrusting me with this important role and I look forward to sharing the journey with you.

#### **Discussion Papers**

The Association has released two (2) Discussion papers over the last two months. I encourage all Local Governments to provide their input into these two important issues.

#### **1. Policy Options to Increase Elected Member Training Participation – Discussion Paper**

To guide WALGA's future policy development and advocacy, Council consideration and feedback is requested on the Discussion Paper: Policy Options to increase Elected Member Training Participation.

This paper has been developed to provide an opportunity for the Local Government sector to shape WALGA's future policy and advocacy position on an important contemporary policy issues prior to State Government policy or legislative intervention. The paper is for discussion purposes and does not advocate a preferred position.

The paper, after discussing the policy context and existing Elected Member training, explores the following six policy options aimed at increasing Elected Member participation in training:

1. Enhance the desirability of training offerings;
2. Deliver best practice Council induction programs;
3. Require Councils to adopt a training policy;
4. Require candidates to attend training prior to nominating for election;
5. Incentivise training through the remuneration framework; and,
6. Mandate training for newly Elected Members.

Following feedback from Local Governments, (*due by Friday, 13 November*), an item will be prepared for future Zone and State Council consideration.

## **2. WALGA Governance Review - Discussion Paper**

A Discussion Paper has been prepared and emailed to all Member Councils to facilitate a review of the governance arrangements for the WALGA State Council and Zones.

The review focuses on WALGA's three key governance documents – *the Constitution, Corporate Governance Charter and State Council Standing Orders* – as well as the effectiveness of the relationship between Zones and State Council.

WALGA is keen to have the views of Member Councils on the issues canvassed in the Discussion Paper, along with comment on any other matter relevant to the Association's governance arrangements by **Wednesday, 16 September**.

## **Local Government Elections – Candidates Webinar**

The 2015 Local Government elections are fast approaching. As 17 October draws closer, Local Governments will receive an increasing number of queries from members of the community interested in participating in Local Government.

To help Local Governments manage these queries, WALGA provided a free webinar for individuals who are considering becoming Elected Members on **Wednesday, 12 August**. The webinar ran for 45 minutes and covered the following topics:

- About Local Government
- Becoming an Elected Member
- Elected Member roles and responsibilities;
- Council Meetings;

- Personal responsibilities of an Elected Member such as what constitutes a conflict of interest and;
- Impacts on Home Life.

A recorded copy of this Webinar is available to all Councils via an 'embed link' to enable it to be uploaded to your website for those individuals who were not able to attend the August date.

### **Financial Assistance Grants Campaign**

ALGA needs more resolutions from WA Local Governments supporting the continuation of FAGs grants and the reinstatement of indexation to the funding pool. We have previously distributed resources to all Local Governments that will assist you in preparing an appropriate agenda item and motion.

If your Council hasn't yet considered this issue, I urge you to do so as a matter of urgency. If you have already carried a resolution, make sure it has been advised to ALGA, so that they can ensure that their records are up to date and accurate.

It goes almost without saying, that Financial Assistance Grants are one of the most important sources of funding that sector has, both economically and politically. As a sector we must stand up for this campaign and give ALGA the necessary support it needs to secure Local Government's federal financial future.

### **Kidsport Funding**

Local Governments have been supporting the rollout of the State Governments' KidSport Program for the past 2 years by administering the public applications for vouchers. Under existing MOUs with the State Government Local Governments have been receiving a small but important administration fee from the Department of Sport and Recreation (DSR) to compensate for the work involved. The Association was alarmed to hear recently that the funding for the administration fee had been cut and immediately met with the Director General of DSR. I am pleased to say that following these discussions and correspondence from Councils and WALGA the Department of Sport and Recreation has reinstated the funding for this year and has committed to discussing future changes with the sector before they occur.

### **Local Government Week Convention**

The Convention has come and gone for another year, with the vast majority of feedback indicating that the speaker program, AGM, partner's program, Trade Exhibition, social events and all the associated logistics combined to make for a very successful outcome.

Notwithstanding, if you have an opinion on the Convention or an idea for us to pursue for next year's program, I would welcome your input.

### **President's Contacts**

During the July – September period, contacts that have occurred or are scheduled to take place prior to the September State Council meeting are as follows:

#### **State Government Relations:**

- Hon Tony Simpson, Minister for Local Government
- Commissioner Wayne Gregson, Department Fire & Emergency Services



- Mr Mal Wauchope, Public Sector Commissioner, Ms Rebecca Harris, Director Organisation Governance, Public Sector Commission

#### **Local Government Relations**

- ALGA Teleconference x 3
- Finance & Services Committee
- Mayor Ron Norris, Mr Kevin Poynton CEO, Town of Mosman Park
- Mayor Max Hipkins, Mr Greg Trevaskis CEO, City of Nedlands
- LGISWA Board
- Councils for Democracy
- Kimberley Regional Road Group
- Mr Russel Fishwick, Chairman, Mr Brian Callander CEO, Mindarie Regional Council
- LGISWA Board
- Local Government House Trust

#### **Conferences / Workshops / Public Relations**

- Kimberley Regional Road Group Dinner

### **8.3 Annual Program of Topics for Discussion by Councils**

A number of approaches have been made to address the Zone meetings and these are listed in the table. The number application received generally exceeds the capacity to accommodate the issues.

<b>Meeting</b>	<b>Stakeholder Reports</b>	<b>Topics</b>
August	<b><u>Development</u></b>  South West Development Commission	Western Power – Bushfire and power restoration matters  Office of Bush Fire Management – Permit to Burn Process
November	<b><u>Planning</u></b>  WA Planning Commission	WA Police Superintendent Hatch  Proposed Timber Use Policy
February	<b><u>Law and Order</u></b>	Proposed NBN Briefing – Proposed TBC  Proposed Native Title Presentation

### **8.4 Cotton Bush**

The Shire of Murray has submitted the following motion going to the WALGA AGM at the August convention.

This was been emailed to the SW Zone WA Local Government Association councils with a request to the Chief Executive Officer's to advise elected members of the motion.

The intent being that delegates would have the opportunity to consider the impact of this on our strenuous efforts to change government policy on this matter.

The outcome of the vote by WALGA may change the approach the Zone has adopted in progressing this campaign against Cotton Bush, given the Zone so far has said no to such an approach. To change that to a "yes" means a different approach might be considered appropriate.

CEOs were asked to submit out of session responses to the EO to enable the Zone president to be aware of the views held by Councils on the matter.

### **PROPOSED MOTION BY THE SHIRE OF MURRAY**

That WALGA Lobby the Minister for Agriculture and Food seeking support for a multi-tiered approach to the management of Narrow Leafed Cotton Bush including:

- a) Training Local Government staff who can assist with infringing any landowners not managing cotton bush and other declared pests.
- b) Provide funding to regional biosecurity groups of \$100,000 per annum to ensure their survival.
- c) Make Changes to the Biosecurity and Agriculture Management Act 2007 (BAM) to ensure any pest rate raised stays within the district
- d) Request cabinet address the issue of cotton bush and the inaction of state departments in managing their own land.

### **8.5 Memorandum of Understanding – Emergency Management (Shire of Capel)**

In 2010 and 2012, member Councils of the Zone resolved to be parties to a Memorandum of Understanding through which each Council, in times of community distress due to an emergency incident, agreed where possible to:

Provide whatever resources may be available within the means of that Council to respond to the emergency incident if requested;

Provide whatever resources may be available within the means of that Council to assist with post incident recovery in the community

The guiding principle of this Memorandum was that any support given by a local government in a particular emergency event shall be at the discretion of the Council giving the support, and of a level that will not unduly compromise the operability of the Council giving the support.

This Memorandum came into effect at the date of signing by all parties (May 2011) and was in force for an initial period of one year with an option to extend for a further three years by agreement of all parties, or until it is terminated.

It is considered that the original catalyst for preparing the MOU, being the formalisation of informal understandings that have existed for many years whereby any local government needing assistance could feel free to call on a neighbouring local government, or indeed from anywhere else in the zone, for assistance, is still very relevant.

The MOU, is seen to demonstrate to the State Emergency Management Committee (SEMC) the strength of our local emergency management arrangements as well as the capacity of our communities to cope in times of difficulty.

Participation in the MOU also serves to demonstrate the capacity and willingness of participating Councils to work co-operatively and share resources within the region.

Moved	Cr M Scott	Seconded	Cr M Bennett	Carried
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#### **MOTION:**

##### **Recommendation:**

**Member Councils of the South West Zone of WALGA reaffirm their commitment to the Memorandum of Understanding for the provision of mutual aid during emergencies and post incident recovery in support of other zone members in the event of a major emergency incident occurring within the zone for a further period of three years.**

#### **8.6 Election of Zone Representative to State Council**

Moved	Cr T Pratico	Seconded	Cr T Best	Carried
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#### **MOTION**

**THAT the election for Zone Representative be held at the November 2015 meeting**

WALGA have provided the following information

A Chronological overview of the process is detailed below:

- Local Government elections occur on 17 October 2015.
- Member Councils to elect/appoint their Zone Delegates and to advise the Zone Executive Officer, as soon as possible but preferably by 9 November 2015.

- For the purpose of electing their representatives and deputy representatives to the WALGA State Council, the zones are required to hold these elections at their November 2015 meeting.
- Zones to advise WALGA, in writing, of their elected State Council representative and deputy representative immediately following the 2015 November Zone meeting.
- State Councillor Induction Session – morning of 2 December 2015.
- New State Council will take office at the Ordinary Meeting of State Council on 2 December 2015.
- The position of President and Deputy President of WALGA, will be elected at the March 2016 State Council Meeting.

In relation to the nominations and election process to be followed by each Zone in electing a representative and deputy representative to the WALGA State Council, the below process has been instituted by State Council:

1. Zone Executive Officer to write to all Member Councils no later than 1 month prior to the Zone meeting at which the election is to be held calling for nominations from delegates to the Zone for the positions of representative and deputy representative to State Council. The correspondence is to state that all nominations are to be made in writing to the Zone Executive Officer, and only Elected Members who are a nominated Zone delegates are eligible to nominate. The time period for the receipt of nominations is to be one week prior to the Zone meeting at which the election will be held.
2. Zone Executive Officer to receive written nominations from Zone delegates for the positions of representative and deputy representative to State Council and then provide written confirmation to Member Councils of the nominations received.
3. Elections are to be held at the next Zone meeting as the first item of business. Where there is more than one nomination for each vacant position, an election will be conducted using a secret ballot, with the Zone Executive Officer to represent WALGA as the returning officer for the election. Prior to the ballot, nominees for each position are to be extended the opportunity to provide a 2 minute election bid to delegates.
4. All voting delegates to the Zone are entitled to cast one (1) vote in the ballot process. The candidate with the greater or greatest number of votes is elected to the office.
5. Tied vote – in the event of a tied vote, election will be determined by drawing names from a box. The Secretariat will put the names of the candidates concerned in a box and the first name drawn is the Elected Member.
6. Zone Executive Officer to advise WALGA in writing immediately following the Zone meeting of the outcome of their election.

## **8.7 Sponsorship Request**

The following letter has been received seeking sponsorship



## WA Performing Arts Eisteddfod

PO Box 634 BUNBURY WA 6231  
Phone: (08) 9791 2556  
E-mail: [bunburyeisteddfod@bigpond.com](mailto:bunburyeisteddfod@bigpond.com)  
Website: [www.eisteddfodau.org.au](http://www.eisteddfodau.org.au)

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Mr Elliott Fisher  
Executive Officer  
South West Zone of WA Local Government Associations  
7 Lisa Road  
Australind 6233.  
[erfisher@primus.com.au](mailto:erfisher@primus.com.au)

Dear Elliott,

The WA Performing Arts Eisteddfod Inc (WPAE) is seeking support from the South West Zone of WA Local Government Associations to enable us to continue to run the annual Eisteddfod, held at the Bunbury Regional Entertainment Centre (BREC) in the month of June each year.

Entry numbers for the 2015 event included 2800 entries which saw 7,200 individual performances go across the stage during the 21 days. Approximately 19,500 people pass through BREC and are involved with the Eisteddfod in some manner i.e. performers, supporters, volunteers, audience members during the month of June. The Eisteddfod plays an important role in growing and supporting cultural characteristics of the Bunbury community and surrounding areas. The Eisteddfod contributes towards retaining and growing the liveability of Bunbury and its surrounds through its reputation as a platform for the performing arts (and creativity) hence contributing to increasing the regions attractiveness as a place to live, work and play. The Eisteddfod creates a space and place for talent and creativity.

The Eisteddfod is an iconic event for the South West region whose aim is to promote the love, appreciation and advancement of the performing arts in the community. It has supported local communities, dance schools and schools proper throughout the regions and is the biggest Eisteddfod held in WA. The Eisteddfod plays a large role by providing the opportunity for performers to showcase their talents, be recognised and encouraged to pursue their goals and dreams.

As we are a not for profit organisation we have to constantly look for funding sources every year to keep the event happening for the region. We wish to approach nine (9) shires in your association, Bunbury are already a supporter, to seek their financial assistance through their Community Development Funds to come on board as a supporter at \$5,000 each to enable us to continue to deliver our event to residents in their shires.

This would give them a combined profile as a Gold sponsor. I have attached a Sponsorship Package for each of your shires. If WPAE is unable to secure sufficient funds to continue the event the Eisteddfod will be in danger of disappearing. This would be tragic for the communities, families and participants and particularly so as we are working toward our 60<sup>th</sup> continuous year in 2017, which is a significant milestone.

If you wish to have more information please contact me on 0427 743 120 and I will be happy to assist.

Yours Faithfully,  
*Myra Easton*  
Myra Easton  
President

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## **8.8 Sponsorship Policy**

A number of requests have been received for sponsorship for conferences and events. Currently the Zone budget is set to cover operating expenses. Some funds are held in reserve as a Term Deposit to ensure sustainable operations and for unexpected expenses and special activities determined by the Zone.

To relieve the Zone of considering each request it is recommended that the Zone adopt a policy statement as follows

Moved	Cr M Smart	Seconded	Cr M Bennett	Carried
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### **MOTION**

**The Executive Officer is authorised to respond to requests for sponsorship advising that the functions of the Zone do not include the provision of sponsorship funds for events and that such requests are more appropriately directed to local councils and state government.**

## **8.9 WALGA Country Zone Training**

WALGA have sought confirmation that the Zone will again host training for Elected members and propose the following.

Hosted by:

Bunbury	Serving on Council	31 March 2016
Bunbury	Meeting Procedures and Debating	1 April 2016
Bunbury	Land Use Planning	19 May 2016
Bunbury	Strategy and Managing Risk	20 May 2016

As usual there will be a subsidised cost of just \$50 per Elected Member. They can attend all 4, or any 1 or more of the courses (they don't need to be completed in blocks).

WALGA have asked if we could you let them know at the earliest if these dates suit your Zone as they need to lock these in with the trainer as soon as possible.

Further these dates do not suit they seek advice on suitable alternatives

WALGA look forward to delivering this training again in the regions, as it was so successfully received last year.

## **8.10 Timber Use Policy**

CEO Mark Chester has advised me in the following terms:

This morning there was an industry breakfast organized by the Timber Community WA group – contact person Mr Peter Gunson. I have cc'd Peter into this email.

The idea of the breakfast was to encourage industry and particularly local governments to develop and adopt a “Wood Encouragement Policy”. The policy, first adopted by the City of Latrobe pursues the use of timber for the construction of public buildings.

There are several 8+ storey buildings in Victoria being constructed out of compressed timber that meet all of the Building Code of Australia codes, including fire resistance and energy ratings.

The buildings are 30% lighter than concrete and steel and up 30% cheaper to build. Building time is super-efficient with a handful of builders. The benefits are obvious, renewable resource, carbon capture, price and efficiency.

It was suggested at the meeting that the group do a presentation at the next South West Zone of WA Local Government Association meeting.

Can I request that you liaise with Peter Gunson to see about setting this up. The elected members and CEO's present all indicated strong support for the proposed policy.

The EO has spoken to Peter Gunson on several occasions and advised that it is unlikely we can accommodate his request to present to the Zone this year as we are fully booked for presentations.

The EO sought details of the presentation and was provided with a PowerPoint presentation, which was circulated, to all CEOs for distribution to elected members.

An indication is requested as to whether or not the Zone wishes a presentation to be scheduled?

***Note: The Zone indicted their support for this presentation***

#### **8.11 Volunteer Bush Fire Brigades – Training Pathways – DFES**

Moved	Cr M Bennett	Seconded	Cr M Scott	Carried
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#### **MOTION**

**THAT the South West Zone of WA Local Government Association:-**

- 1. Seek feedback from Chief Bush Fire Control Officers in the South West Zone on the issues they face with the DFES Training Pathway prerequisites.**
- 2. Following the 16 Sep 15 meeting a further report be submitted by Mr. M Chester**

**Background**

Local governments are responsible for the management of Volunteer Bush Fire Brigades in accordance with Section 41 of the Bush Fires Act 1954 and the appointment of Bush Fire Control Officers pursuant to Section 38 of the Bush Fires Act 1954.

Local governments are also responsible for equipping Volunteer Bush Fire Brigades so that they can carry out their duties.

The provision of equipment to brigades is funded through the Emergency Services Levy and controlled by the Department of Fire and Emergency Services (DFES). The equipping of brigades includes the provision of training of volunteers to ensure they are qualified to undertake the various tasks required of them.

In some cases, as the resources of a local government dictate, some local governments can provide their own training of volunteers separate from DFES.

DFES have developed a training "Pathway" that each brigade member is required to undertake before they can be approved to attend fires. A copy of the flow chart is attached as an Appendix to this report.

The "Pathways" requires the volunteer to undertake training in a specified sequence to gain prerequisites before moving on to the next level of training and before they can undertake various roles as a volunteer fire fighter.

#### **Comment**

The purpose of this agenda item is to raise the issues on behalf of volunteer fire fighters in relation to the training prerequisites.

As described in the training "Pathways" volunteers can only progress past Volunteer Firefighter 1 if they complete training in structural firefighting. This results in many volunteer firefighters only being trained to the basic level of a Volunteer Firefighter 1 as Volunteer Bushfire members are not equipped and do not have the appropriate Personal Protection Equipment to fight structural fires.

Feedback from Chief Bush fire Control Officers (CBFCO) and Fire Control officers (FCO) is that volunteers in rural areas rarely if ever have to attend to structural fires. They are also time poor and find it difficult to set aside the time to attend to the training courses at times that are convenient to DFES but not the volunteers. There are instances where members have applied for training in general and have not been accepted.

As a result CBFCOs and FCOs are being advised by members that they will not be undertaking the structural fire training and will therefore not be advancing their involvement with the brigade.

In some cases there are reports that the recruitment of volunteers is in decline and the reasons given for people leaving brigades and others rejecting invitations to join is the training time commitments and the prerequisites for developing their skills.



For many it seems that the structural fire training is a waste of their time and is something that they will likely never need to use.

There is no doubt that training of volunteers is an essential requirement as a matter of a duty of care and risk mitigation, to protect individuals and their fellow volunteers when dealing with volatile and dangerous situations.

It is the demands of DFES and the training “Pathways” that are creating the training problems. A meeting of the CBFCs from the brigades in the greater Bunbury area is being arranged for the 16 September. It is proposed that the CBFCOs and local governments have a clear understanding of the situation and that they consider a solution to be taken to DFES.

It is recommended that the Executive Officer of the SW Zone of WALGA, seek feedback from the 16 September meeting of the CBFCOs and then seek comments from all Chief Executive Officers in the South West Zone on the matter.

Subject to the views of the collective CBFCOs, that the Executive Officer request that State Council take this matter up with DFES to have the training for structural fires placed further down or removed from the list of prerequisites so that volunteer fire fighters can receive the training that they need to be effective and safe bush fire fighters, with the possibility of developing their skills as structural fire fighters later on in their careers if that is their choice.

Copies of the DFES pathways were provided electronically to members with a copy of the report from The Shire of Dardanup on 26<sup>th</sup> August 15.

## **9. State Council Agenda**

### **9.1 Matters for Consideration/Endorsement**

*Note – numbering follows State Council agenda for ease of cross - referencing.*

#### **5. MATTERS FOR DECISION**

5.1 2015 Annual General Meeting Minutes (01-003-02-0003 WS)

5.2 Grain Freight on Rail (05-006-02-0005 ID)

5.3 Improvement Plans and Improvement Schemes (05-047-01-0014 VJ)

5.4 Interim Submission – Draft Perth and Peel @ 3.5 million - Strategic land use planning documents (05-036-03-0052 VJ)

5.5 Local Government and Tourism Discussion Paper (05-060-03-0001 NH)

5.6 Vision and Framework for Strategic Action for Public Library Services in Western Australia (05-057-02-0051 JH)

**6. MATTERS FOR NOTING / INFORMATION**

6.1 Parliamentary Committee Review, Development Assessment Panels (05-047-01-0016 CG)

6.2 Report Municipal Waste Advisory Council (MWAC) (01-006-03-0008 RNB)

**7. ORGANISATIONAL REPORTS**

7.1 Key Activity Reports

7.1.1 Report on Key Activities, Environment and Waste Unit (01-006-03-0017 MJB)

7.1.2 Report on Key Activities, Governance and Organisational Services (01-006-03-0007 TB)

7.1.3 Report on Key Activities, Infrastructure (05-001-02-0003 ID)

7.1.4 Report on Key Activities, Planning and Community Development (01-006-03-0014 AH)

7.2 Policy Forum Reports

7.2 Policy Forum Reports (01-006-03-0007 TB)

**MOVED**

**THAT *the recommendations be endorsed with the exception of item 5.5***

Moved	Cr T Pratico	Seconded	Cr M Steck	Carried
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**9.2 Agenda Items for amendment 5.5**

**MOTION**

**THAT:**

**The SWZ does not support the recommendation in the WALGA agenda and adopts the *committed approach to deliver outcomes in tourism using the strategies of Tourism WA and Tourism Council.***

Moved	Cr M Steck	Seconded	Cr M Scott	Carried
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# 10 Zone Status Report for Aug 2015

Zone	Agenda Item	Zone Resolution	WALGA Response	Up-date	WALGA Contact
Sth West C	2015 June 26 Zone Agenda Item 8.7 SAI Global – Australian Standards – Subscription Costs	That the South West Zone of WALGA request the WALGA investigate the most cost effective solution for Local Governments to maintain up to date Australian Standards that apply to the activities that Local Governments are required to administer, apply to the organisation and advice given to contractors and the community.	WALGA's Procurement team is currently investigating this issue and findings will be reported back to the sector in due course.	August 2015	Paul Schollum Policy Manager Economics 9213 2096 <a href="mailto:pschollum@walga.asn.au">pschollum@walga.asn.au</a>
Sth West C	2015 April 23 Zone Agenda Item 7 Clearing of Native Vegetation WAPC Policy alignment	That this item be retained on the Zone Status Report to ensure it is pursued in a timely manner. The Minister be asked to intervene to ensure this matter is brought to a speedy conclusion.	The Association met with the Director General of the DER in June. The Department of Environment Regulation is working with the Department of planning to streamline a range of policies and approvals and remove duplication and inconsistencies. Further updates on this streamlining will be provided as they occur.	August 2015	Mark Batty Executive Manager Environment and Waste 9213 2078 <a href="mailto:mbatty@walga.asn.au">mbatty@walga.asn.au</a>

	with DER Clearing Policy				
<b>5th West C</b>	<b>2015 February 27</b>  <b>Zone Agenda Item 8.4</b>  Brookfield Rail – Service Road Access – Shire of Bridgetown Greenbushes	<p>That WALGA:</p> <p>1. Note the significant restrictions to economic, trails and tourism development that exists due to Brookfield Rails refusal to allow Local Governments (LG's) to access the service roads adjacent to rail lines within the railway corridors for trails, events and activities.</p> <p>2. Note that Brookfield Rail is refusing to discuss with LG's any opportunity to enter into a legal agreement with regard to LG's taking liability of such developments.</p> <p>3. Note the existing anomalies of unmitigated risk that exist due to existing use of land leased by Brookfield in relation to private access to farms and unsanctioned</p>	WALGA is currently investigating this issue and will report back when further information is available.	August 2015	<u>Jodie Holbrook</u>  <u>Policy Manager</u> <u>Community</u>  <u>9213 2044</u>  <u>jholbrook@walga.asn.au</u>

		use of access tracks and request WALGA participate in resolving these challenges with a whole of sector approach.			
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## 11. Financial Report

### SOUTH WEST ZONE WA LOCAL GOVERNMENT ASSOCIATION

#### OPERATING STATEMENT FOR THE YEAR ENDING 30 JUNE 2015

2013/14 ACTUAL \$	DETAILS	NOTES	2014/15 BUDGET \$	2014/15 ACTUAL \$
	<u>Revenue</u>			
5,668	Revenue from Operations	2	6,200	6,600
	<u>Expenditure</u>			
(7,070)	Expenditure on Operations	3	(7,076)	(10,520)
(1,402)	Surplus (Deficit) for Year T/F to Equity		(876)	(3,920)

#### STATEMENT OF CHANGES IN EQUITY FOR THE YEAR ENDING 30 JUNE 2015

2013/14 ACTUAL \$	DETAILS	2014/15 BUDGET \$	2014/15 ACTUAL \$
16,774	Equity at 1 July	16,776	15,376
(1,402)	Surplus (Deficit) for Year T/F from Operating Statement	(876)	(3,920)
15,376	Equity at Year End	15,900	11,456

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**BALANCE SHEET AT 30 JUNE 2015**

<b>2013/14</b>			<b>2014/15</b>	<b>2014/15</b>
<b>ACTUAL</b>	<b>DETAILS</b>	<b>NOTES</b>	<b>BUDGET</b>	<b>ACTUAL</b>
<b>\$</b>			<b>\$</b>	<b>\$</b>
	<u><b>Assets</b></u>			
<b>16,776</b>	Cash at Bank and Invested	<b>4</b>	<b>15,900</b>	<b>12,856</b>
<b>16,776</b>	<b>Total Assets</b>			<b>12,856</b>
	<u><b>Liabilities</b></u>			
<b>(1,400)</b>	Sundry Creditors	<b>5</b>	<b>(0)</b>	<b>(1,400)</b>
<b>15,376</b>	<b>Net Assets at Year End</b>		<b>15,900</b>	<b>11,456</b>

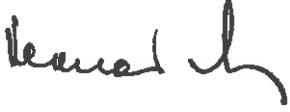
SOUTH WEST ZONE WA LOCAL GOVERNMENT ASSOCIATION

NOTES TO ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDING 30 JUNE 2015

NOTE	DETAILS		
1	<u>Basis of Accounting</u> The Financial Statements for the South West Zone of the WA Local Government Association have been prepared on a modified cash basis and are intended for use by Association Members only		
NOTE	DETAILS	2013/14 ACTUAL	2014/15 ACTUAL
2	<u>Revenue from Operations</u> Interest on Investment Member Councils Contributions	\$168 <u>\$5,500</u> \$5,668	\$0 <u>\$6,600</u> \$6,600
3	<u>Expenditure on Operations</u> Executive Support Donation Miscellaneous Expenses	(\$7,000) 0 <u>(\$ 70)</u> (\$7,070)	(\$7,000) (\$3,000) <u>(\$ 520)</u> (\$10,520)
4	<u>Cash at Bank and Invested</u> Term Deposit Cheque Account Total	\$13,980 <u>\$ 2,796</u> \$16,776	\$11,180 <u>\$ 1,675</u> \$12,856
5	<u>Sundry Creditors</u> ER Fisher (Secretarial Service June 2015)	(\$1,400)	(\$1,400)

Annual Financial Statements for the South West Zone, WA Local Government Association prepared by Vern McKay CPA.



	19 August 2015
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**SOUTH WEST ZONE WA LOCAL GOVERNMENT ASSOCIATION**  
**FINANCIAL REPORT FOR THE PERIOD ENDING 31 JULY 2015**

DETAILS	2015/16 ANNUAL BUDGET \$	2015/16 ACTUAL \$
<b>Opening Funds at 1 July</b>	<b><u>11,450</u></b>	<b><u>12,856</u></b>
<b><u>Revenue</u></b>		
Interest on Investment	50	0
Member Council Contributions	6,600	600
<b>Total Revenue</b>	<b>6,650</b>	<b>600</b>
<b><u>Expenditure</u></b>		
Secretarial Service	(7,000)	(0)
Secretarial Service Creditor 2013/14	(0)	(1,400)
Miscellaneous Expenses	(100)	(6)
<b>Total Expenditure</b>	<b>(7,100)</b>	<b>(1,406)</b>
<b>Surplus (Deficit) for Period</b>	<b>(450)</b>	<b>(806)</b>
<b>Closing Funds at 31 July</b>	<b>11,000</b>	<b>12,050</b>

--	--	--

**Cash at Bank at 31 July 2015 Represented By:**

Cheque Account	\$869	
Term Deposit 1.5% - Holding Investment	\$11,181	\$12,050
<b>Funds Available at 31 July 2015</b>		<b>\$12,050</b>

**12. Accounts for payment**

Executive Officer	\$1400
-------------------	--------

Moved	Cr t Best	Seconded	Cr M Bennett	Carried
-------	-----------	----------	--------------	---------

**MOTION:**

**That the financial report be received and accounts be approved for payment**

**13. Schedule of meetings 2015**

State Council	Zone meeting	Location	Note
2 December	27 November	Boyup Brook	4 <sup>th</sup> Friday

**14. Closure**

The President thanked members for their attendance and the Shire of Augusta-Margaret River and their staff for the hospitality extended to the Zone delegates.

The meeting closed at 12 noon followed by luncheon.

## **Attachment**

### **Minister's answer to Zone request**



**Hon Ken Baston MLC  
Minister for Agriculture and Food; Fisheries**

Our ref: 47-07864

Mr Eliot Fisher  
Executive Officer  
South West Zone  
WA Local Government Association  
C/- 9 Lisa Road  
AUSTRALIND WA 6233

Dear Mr Fisher

#### **MANAGEMNET OF DECLARED PESTS RE COMMITMENTS MADE AT BINNINGUP CONFERENCE**

Thank you for your letter dated 29 May 2015 in which you seek advice on the progress of commitments made at the South West Zone of the WA Local Government Association conference held at Binningup. I appreciate the opportunity to have attended your conference.

I am pleased to advise that the Department of Agriculture and Food Western Australia (DAFWA) is progressing rapidly with development of Recognised Biosecurity Groups (RBG's) in agricultural areas, including within the South West region. I recognised the first agricultural RBG on 15<sup>th</sup> April this year. I am informed that other agricultural biosecurity groups are well advanced in their transition towards becoming RBGs.

Additionally, DAFWA has received Royalties for Regions funding to expedite the processes. This is a part of the *Boosting Biosecurity Defences* program. This funding has enabled appointment of 3.5 additional contract staff with specific skills for biosecurity group development. Two of these staff are located in Bunbury. They will be working with permanent DAFWA staff over a 3 year period. There is also incentive funding available for groups to develop and deliver effective pest control.

DAFWA has significantly increased its capacity for biosecurity compliance. This includes appointment of a compliance coordinator, training for staff and development of clear processes under the *Biosecurity and Agriculture Management Act 2007* (BAM Act). During 2014, DAFWA enforced compliance for control of Cotton bush in areas identified to be of high priority by biosecurity groups in the South West Region.

I can assure your members that formation of RBG's for declared pest control is not a form of re-directing costs by State Government. It is the responsibility of landholders to control declared pests on their land, as it has been for many years. Formation of a RBG enables a rate to be raised that is then matched by State Government for declared pest control. This is a new opportunity for long-term funding to control priority declared pests. DAFWA remains responsible for administration of the BAM Act and continues to manage funds raised by rates and matched by State Government for RBG's through the Declared Pest Account.

Most RBG's have formed without local government involvement. There is no obligation or expectation that local government is involved in the formation of RBG's. However where local government has been voluntarily involved recently in support of community forming as a biosecurity group, the result has been very effective.

I appreciate the interest of the South West Zone of the WA Local Government Association in these significant initiatives for declared pest control in the region.

Yours sincerely



**KEN BASTON MLC  
MINISTER FOR AGRICULTURE AND FOOD**

29 JUN 2015

**Memorandum of Understanding**

**Member Councils of the South West  
Zone Western Australian Local  
Government Association**

**for**

**The provision of mutual aid during emergencies and  
postincident**

**recovery**

**2015 - 2018**

## **Memorandum of Understanding**

### **1. Purpose**

The purpose of this Memorandum is to:

Facilitate the provision of mutual aid between member Councils of the South West Zone of the Western Australian Local Government Association during emergencies and post incident recovery.

Enhance the capacity of our communities to cope in times of difficulty.

Demonstrate the capacity and willingness of participating Councils to work co-operatively and share resources within the region.

### **2. Parties to the Agreement**

Shire of Augusta-Margaret River

Shire of Boyup Brook

Shire of Shire of Bridgetown-Greenbushes

City of Bunbury

City of Busselton

Shire of Capel

Shire of Collie

Shire of Dardanup

Shire of Donnybrook-Balingup

Shire of Harvey

Shire of Manjimup

Shire of Nannup

### **3. Definitions**

Definitions for terms contained within this Memorandum are as contained in the Emergency Management Act 2005 and Emergency Management Act Regulations 2006.

### **4. Guiding Principle**

The guiding principle of this Memorandum is that any support given by a local government in a particular emergency event shall be at the discretion of the Council giving the support, and of a level that will not unduly compromise the operability of the Council giving the support.

## **5. Partnering Objectives**

Partners to this Memorandum, in times of community distress due to an emergency incident, agree where possible to:

- a) Provide whatever resources may be available within the means of that Council to respond to the emergency incident if requested;
- b) Provide whatever resources may be available within the means of that Council to assist with post incident recovery in the community.

## **6. Allocation of Resources**

This Memorandum acknowledges that the allocation of a participating Council's staff resources and plant is an operational issue, and as such is the responsibility of the CEO of the Council seeking to offer aid.

This Memorandum seeks to demonstrate that the CEO's commitment to supporting other Councils in need is backed by the elected members of a participating Council.

## **7. Partnering Expectations**

To provide where possible both physical and human resources to assist with the recovery management during emergencies. The type of assistance initially is to assist immediate response and recovery of a short duration. Ongoing protracted assistance, but still in the absence of the emergency being declared a disaster, will be subject to further negotiation and agreement in writing between the parties concerned.

To ensure that all requests for support will be made through the Incident Controller (IC) of the designated Hazard Management Agency (HMA) for the incident, in consultation with the designated Local Recovery Coordinator (LRC) and the Local Emergency Coordinator (LEC).

To ensure all personnel and equipment provided are covered by the providers own insurance.

Providers of support will be responsible for all costs associated with its legislative responsibilities for its employees and equipment incurred during the provision of support unless otherwise agreed in writing.

The Requester for support will be responsible for all incidental costs associated with the Provider's personnel and equipment such as catering, accommodation, OHS issues, transport, fuel and storage.

In the event the emergency is of sufficient scale to qualify for State and Commonwealth Funding assistance, such assistance will be sought in compliance with relevant State and Commonwealth Policies.

## **8. Duration and Amendment**

This Memorandum will come into effect at the date of signing by all parties.

This Memorandum will remain in force for a period of three years with an option to extend for a further three years by agreement of all parties, or until it is terminated.

This Memorandum shall not be altered varied or modified in any respect except by agreement of all parties in writing.

This Memorandum will be reviewed annually to ensure it is current and appropriate to the needs of the parties. The annual review will determine if the Agreement is to be extended or terminated.

## **9. Termination**

This Memorandum may be terminated by mutual agreement of all parties in writing at any time.

## **10. Withdrawal**

Any party may withdraw from this Memorandum by giving three months' notice in writing to the Executive Officer of South West Zone Western Australian Local Government Association at any time.

## **11. Notices**

Communications in relation to this Memorandum must, unless otherwise notified in writing, be addressed and forwarded as follows:

Executive Officer South West Zone

Western Australian Local Government Association 9 Lisa Road

Australind WA 6233

## **12 . Agreement and Signing**

Agreement to the MOU will be provided on the certificates attached separately signed by each CEO and forwarded to the Executive Officer (Entitled Annex A to MOU Emergency Support)



## **CERTIFICATE OF AGREEMENT**

**The Council of the**

.....

Agrees to abide by the terms of this Memorandum of Understanding to provide mutual aid during emergencies and post incident recovery in accordance with the MOU during the period 2015 – 2018.

**Chief Executive Officer.....**

**Date.....**

Please forward the signed copy of this certificate to the Executive Officer SWZ - WALGA

[erfisher@iprimus.com.au](mailto:erfisher@iprimus.com.au)



## JOINT STANDING COMMITTEE ON DELEGATED LEGISLATION

Your Ref:  
Our Ref: ASA

Cr Michael Bennett  
President  
Shire of Dardanup  
PO Box 7016  
EATON WA 6232

20 August 2015

Dear President

### **Inquiry into access to Australian Standards adopted in delegated legislation**

As you may be aware, the Joint Standing Committee on Delegated Legislation is conducting an inquiry into the ability of Parliament, the administration and the public to access, free of charge, Australian Standards. This inquiry arose out of the Committee's observation that delegated legislation (including rules, regulations and local government local laws) frequently adopt Australian Standards, but those Standards are not accessible free of charge to the public, or the Parliament, in the same way that primary and secondary legislation is publicly available. The terms of reference for the inquiry are:

*The Committee will inquire into access to Australian Standards adopted in delegated legislation in Western Australia including:*

1. *the level of free public access to adopted Australian Standards in metropolitan and regional Western Australia;*
2. *whether amendments to legislation are required to improve public access to adopted Australian Standards;*
3. *other measures to improve public access to adopted Australian Standards;*
4. *measures to improve access to adopted Australian Standards provided to the Joint Standing Committee on Delegated Legislation; and*
5. *any other related matters that arise during the course of the inquiry.*

As part of the inquiry, Members would like to investigate the financial outlay incurred by each local government in accessing Standards, whether by way of purchasing hard copies or PDF versions of

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(A513095)

PARLIAMENT HOUSE PERTH WESTERN AUSTRALIA 6000  
TELEPHONE: +61 8 9222 7222 FACSIMILE: HOUSE +61 8 9222 7809 COMMITTEES +61 8 9222 7805  
EMAIL (GENERAL OFFICE) [council@parliament.wa.gov.au](mailto:council@parliament.wa.gov.au)

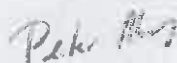
those Standards from SAI Global, or through subscriptions to online access to some or all Standards. We will be writing to all government departments requesting the same information.

Figures for the financial years 2012/13 and 2012/14 would be appreciated. We trust that this should not prove too onerous a task, necessitating a simple reference to annual financial records. If those figures could be supplied to the Committee by 30 September 2015, it would assist the Committee greatly.

If you have any questions regarding this exercise, or indeed any other aspect of this inquiry, please do not hesitate to contact our Advisory Officer, Stephen Brockway, on (08) 9222 7872, or at [stephen@parliament.wa.gov.au](mailto:stephen@parliament.wa.gov.au)

Thank you in anticipation of your assistance.

Yours sincerely



**Mr Peter Abetz MLA**  
Chairman

*Please note that this correspondence (including any attachments) is privileged and confidential. You may only disclose or copy this material to your legal advisers or officers and agencies within your portfolio to the extent that it is reasonably necessary to obtain any information sought by the Committee through this correspondence. Each of the persons to whom you distribute this material for this limited purpose should be made aware of the privileged and confidential status of the material.*



August 2015

Update on Bunbury Outer Ring Road funding campaign for SW Zone, WALGA

From: Matt Granger, CEO, Bunbury Wellington Economic Alliance

email: [ceo@bwea.com.au](mailto:ceo@bwea.com.au) mob: 0407 448 648

Overview	The Bunbury Wellington Economic Alliance (BWEA) is promoting the case for funding to complete Stages 2 & 3 of the Bunbury Outer Ring Road (BORR). We are seeking support from regional stakeholders such as South West zone LGAs for this initiative. In the lead-up to State and Federal elections, endorsement of BORR Stages 2 & 3 will be particularly important.
Background	<ul style="list-style-type: none"> <li>BORR Stage 1, including the Bunbury Port Access Road, was officially opened in May 2013. It had been funded 80% Commonwealth, 20% State.</li> <li>Completion of BORR Stages 2 &amp; 3 has been highlighted as a priority in the following reports: <ul style="list-style-type: none"> <li>Roads to Export business case</li> <li>WA Regional Freight Network Plan (2013)</li> <li>Infrastructure Australia National Infrastructure Priority List (2013)</li> <li>South West Regional Blueprint (2015)</li> <li>South West Regional Planning &amp; Infrastructure Framework (2015)</li> <li>Greater Bunbury Strategy (2013)</li> <li>Bunbury Wellington Group of Councils (submission to the South West Regional Blueprint – 2015)</li> </ul> </li> </ul>
Update	<ul style="list-style-type: none"> <li>There was no allocation in May State Budget of funding for BORR</li> <li>BWEA has written to Transport Minister Dean Nalder seeking to engage with his office and Department to bring attention to BORR. This letter was cc'd to Liberal and National MPs around the South West</li> <li>The reply from Minister Nalder's Office blamed the Commonwealth for not allocating funding towards BORR Stages 2 &amp; 3. This conflicts with historic advice from the Commonwealth that it relies on the State to identify the projects the State wants collaborative funding for</li> <li>BWEA has written to Federal Minister, Warren Truss seeking a response to the advice from Dean Nalder's office</li> <li>BWEA facilitated an initial meeting of BORR stakeholders in June which included LGA and Industry representation. This has been followed by regular email updates to these stakeholders</li> </ul>
Recommendation	SW Zone of WALGA endorses this campaign to attract funding for BORR Stages 2 & 3



Chief Executive Officer: Matt Granger 0407 448 648

[ceo@bwea.com.au](mailto:ceo@bwea.com.au)

**Dated 1 March 2013**

---

**SHIRE OF NANNUP**  
**and**  
**NANNUP SPORTS AND RECREATION ASSOCIATION (INC)**  
**LEASE**  
**NANNUP COMMUNITY CENTRE BUILDING**

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## LEASE

This Lease dated

201

**PARTIES** SHIRE OF NANNUP of 15, Adam Street, Nannup, Western Australia ("the Lessor")

and

The person or persons described in Item 1.1 of Schedule 1 ("the Lessee")

### RECITALS

- A. The Lessor has the Lessor's Interest in the Land.
- B. The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

### OPERATIVE PROVISIONS

#### 1. INTERPRETATION

##### 1.1 Definitions

In this Lease, unless the context requires otherwise:

**"Building"** means the building or buildings and all other fixed improvements forming part of the Premises and includes any additions or alterations;

**"Commencement Date"** means the commencement date of the Term specified in Item 1.3 of Schedule 1;

**"CPI"** means the Consumer Price Index All Groups Index Numbers for Perth provided by the Australian Bureau of Statistics or if the basis upon which it is determined is substantially altered then such basis as the Lessor may reasonably determine to be as near to the Consumer Price Index previously referred to as is reasonably possible;

**"CPI Rent Review Date"** means each of the dates specified as such in Item 1.6 of Schedule 1;

**"GST"** means a tax, impost or other duty raised on the supply of goods and services and imposed by the Commonwealth of Australia or a state or territory of the Commonwealth of Australia;

**"Guarantor"** means the person or persons described in Item 1.8 of Schedule 1;

**"Land"** means the land described in Item 1.2 of Schedule 1;

**"Lessee"** if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessees parties means the Lessees and each of them and their and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees shall be a corporation includes the successors and permitted assigns of the Lessee;



**"Lessor"** if only one Lessor is a party means the Lessor and the executors, administrators and assigns of the Lessor and if there are two or more Lessors parties hereto means the Lessors and each of them and their and each of their executors, administrators and assigns and if the Lessor or any of the Lessors shall be a corporation includes the corporation and its successors and assigns;

**"Lessor's Interest"** means the Lessor's interest in the Land which interest is described in Item 1.2 of Schedule 1;

**"Market Rent Review Date"** means each of the dates referred to as such in Item 1.6 of Schedule 1;

**"Premises"** means the premises described in Item 1.2 of Schedule 1 including all the Lessor's fixtures and appurtenances;

**"Rate of Interest"** means the general maximum rate of interest charged from time to time by the Lessor on overdue or unpaid rates;

**"Rent"** means the Rent payable by the Lessee pursuant to this Lease;

**"Term"** means the term of this Lease as specified in Item 1.3 of Schedule 1 commencing on the Commencement Date and any shorter period in the event of the early determination of the Term.

## **1.2 Interpretation**

In this Lease, unless the context indicates a contrary intention:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;
- (d) reference to a person includes a company, corporation, and unincorporated or incorporated association or statutory authority;
- (e) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to this Lease as amended from time to time in accordance with the terms of this Lease;
- (f) a document will be incorporated into and form part of this Lease if the parties sign the document and it is referred to in this Lease and a reference to such a document is to that document as amended from time to time in accordance with the terms of this Lease;
- (g) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Lease;
- (h) references to any Lease or instrument are to that Lease or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (i) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws,

planning schemes, by-laws, regulations and other statutory instruments issued under those laws;

(j) use of the words "includes" or "including" means without limitation, unless the contrary intention appears;

(k) a reference to any body is:

(i) if that body is replaced by another organisation, deemed to refer to that organisation; and

(ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and

(l) all dollar amounts specified in this Lease are in Australian dollars.

## **2. LEASE**

### **2.1 Lease**

(1) The Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.

(2) Where the Land is Crown land and the approval of the Minister of Lands is required under the provisions of any relevant vesting or management order then the grant of a lease under subclause (1) is subject to that approval.

### **2.2 Term**

The Premises will be held by the Lessee as tenant for the Term commencing on the Commencement Date and expiring on the expiry date specified in Item 1.3 of Schedule 1 the Lessee paying therefore the Rent payable in the manner provided in this Lease.

### **2.3 Rent**

(1) The Lessee shall pay to the Lessor:

(a) for the first year of the Term, the annual rent specified in Item 1.4 of Schedule 1;

(b) for the second and each subsequent year of the Term the annual rent varied pursuant to clauses 2.4 and 2.5.

(2) The Rent shall be payable in the manner set out in Item 1.5 of Schedule 1.

### **2.4 Market Rent Review**

(1) In calculating the Rent payable from a Market Rent Review Date the following shall apply:

(a) not less than 3 months prior to each Market Rent Review Date the Lessor shall give to the Lessee notice in writing of the annual rental proposed by the Lessor to become payable from that Market Rent Review Date ("the Lessor's Proposed Rent");

- (b) within 14 days after service of that notice on the Lessee (time being of the essence) the Lessee shall be entitled to give to the Lessor notice in writing disputing the amount of the Lessor's Proposed Rent and stating the amount which the Lessee considers to be the correct current market rent that should be payable from that review date ("the Lessee's Proposed Rent");
  - (c) if the Lessee does not give the notice referred to in paragraph (b) within the time specified in that paragraph (time being of the essence) then the Lessee shall be deemed to have accepted that the Lessor's Proposed Rent shall be the Rent payable by the Lessee to the Lessor on and from that Market Rent Review Date;
  - (d) if the Lessee gives the notice referred to in paragraph (b) within the time specified in that paragraph then the Lessor may accept the Lessee's Proposed Rent as the Rent payable by the Lessee to the Lessor on and from that Market Rent Review Date but unless notice in writing of such acceptance is given by the Lessor to the Lessee within 14 days after receipt by the Lessor of written notice of the Lessee's Proposed Rent then the Rent payable from that Market Rent Review Date shall be as determined by a Valuer nominated by the President for the time being of the Australian Institute of Valuers and Land Economists (Inc.) Western Australian Division at the request of the Lessor as the then Current Market Rent of the Premises;
  - (e) the Valuer appointed pursuant to paragraph (d) shall be deemed to be acting as an expert whose decision shall be final and binding on both the Lessor and the Lessee. Prior to determining the Current Market Rent of the Premises the Valuer shall afford each of the Lessor and the Lessee a reasonable opportunity to make a written submission. Any failure by either party to make such a submission shall not delay the Valuer's determination or otherwise affect any determination made. Upon completion of his determination the Valuer shall provide to the Lessor and the Lessee written reasons for his determination in which (without limitation) the Valuer shall specify the matters taken into account by the Valuer in reaching his determination and the weight given by the Valuer to each such matter. The cost of the Valuer's determination shall be borne by the Lessee unless the Current Market Rent so determined is less than the Lessor's Proposed Rent in which case those costs are to be borne equally by the Lessor and the Lessee.
- (2) Until the Rent from a Market Rent Review Date is agreed or determined the Lessee shall pay to the Lessor a rent equivalent to the Lessor's Proposed Rent. If the Rent agreed or determined from a Market Rent Review Date is less than the Lessor's Proposed Rent, then the difference between the Rent paid in respect of the period from the Market Rent Review Date to the date of such agreement or determination and the Rent which should have been paid for such period shall be applied by the Lessor against the moneys which next become due and payable by the Lessee to the Lessor pursuant to this Lease. If the annual rent agreed or determined from a Market Rent Review Date is more than the Lessor's Proposed Rent, then the difference between the rent paid in respect of the period from the Market Rent Review Date to the date of such agreement or determination and the Rent which should have been paid for such period, shall be paid by the Lessee to the Lessor on demand together with interest at the Rate of Interest calculated on a daily basis from the date on which each portion of such difference would have been payable if the Rent had been agreed or determined on the Market Rent Review Date until the date on which the same is paid.
- (3) Notwithstanding the failure by the Lessor for any reason to give the notice referred to in paragraph (a) of subclause (1) within the time specified in that paragraph, the right

to give the notice and the effect of the notice shall remain in full force and effect as if it had been given within the specified time.

- (4) The Rent following the Market Rent Review Date shall never be less than the Rent immediately preceding the Market Rent Review Date.

## **2.5 CPI Rent Review**

On each CPI Rent Review Date the Rent shall be increased by a factor equal to the percentage increase in the Consumer Price Index between the Consumer Price Index published for the quarter immediately preceding the relevant CPI Rent Review Date and the Consumer Price Index published for the quarter ending immediately prior to the preceding CPI Rent Review Date and in the case of the first CPI Rent Review Date the quarter ending immediately prior to the Commencement Date and in no case will the Rent be less than that payable prior to the relevant CPI Rent Review Date.

## **3. LESSEE'S OBLIGATIONS**

### **3.1 Rates and Taxes**

- (1) The Lessee shall punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local government, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:
  - (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
  - (b) arise out of or by reason of the method or kind of business carried on by the Lessee.
- (2) If any rates, assessments, levies or taxes referred to in subclause (1) are not levied or assessed in respect of the Premises, then the Lessee shall pay to the Lessor on demand a proportion of them, being the proportion that the area of the Premises bears to the area of the property the subject of the assessment or levy, as specified by the Lessor.

### **3.2 Services**

The Lessee shall punctually pay for all water, gas, electricity, telephone and other utility services which are either provided to or used on the Premises.

### **3.3 Maintenance**

- (1) The Lessee shall keep and maintain every part of the Premises and all lighting and electrical installations and all drainage, sewerage and septic systems and all other fixtures and fittings in good and substantial repair, order and condition.
- (2) The Lessee need not carry out repairs of a structural nature.
- (3)
  - (a) Without derogating from the Lessee's obligation under subclause (1), the Lessee agrees, within 7 days after receipt of a property condition report from the Lessor, to sign and return the report noting any variations.
  - (b) The property condition report when signed by the parties shall be taken to be a true and correct description of the Premises as at the date of the

report.

- (c) If the Lessee fails to sign the property inspection report, noting any variations, and to return it to the Lessor within 7 days after receipt, then the property inspection report provided by the Lessor shall be taken to be a true and correct description of the Premises as at the date of the report.

### **3.4 Cleaning**

The Lessee shall keep and maintain the Premises well cleansed and drained in good sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Lessee shall observe, perform, discharge, execute and take such sanitary measures and precautions and subject to clause 3.21, construct such works and make such amendments, alterations and additions to the Premises at any time as shall during the term be required by or under any written law.

### **3.5 Make good damage**

At the Lessee's own expense from time to time the Lessee shall make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or any other property caused by want of care misuse or abuse on the part of the Lessee or the Lessee's employees agents contractors invitees licensees sub-tenants or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee under this Lease.

### **3.6 Repainting**

Without limiting the generality of clause 3.3, as often as is necessary in the reasonable opinion of the Lessor at the Lessee's own expense the Lessee shall paint, colour, varnish and paper to the reasonable satisfaction of the Lessor all such parts of the Premises as have been previously painted coloured varnished or papered.

### **3.7 Entry by Lessor to view and to repair**

- (1) The Lessee shall permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee shall make good the same in accordance with the notice to the satisfaction of the Lessor.
- (2) The Lessee shall permit the Lessor, the Lessor's agents and contractors at all reasonable times and, in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises.

### **3.8 Abatement of nuisances**

- (1) The Lessee shall not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of the Health Act or any other Act or under any planning scheme, local law or regulation applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee will immediately abate any such nuisance or alleged nuisance.
- (2) The Lessee shall ensure that the Premises are not used in any manner which may

be or become a nuisance, disturbance or annoyance to the quiet and comfort of any occupier of any premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee shall immediately abate the nuisance, disturbance or annoyance.

**3.9 Pests**

The Lessee shall keep the Premises free of ants, termites, rodents, pests and vermin.

**3.10 No living in premises**

The Lessee shall not use or permit the use of any part of the Premises for living or sleeping or for any unlawful purpose.

**3.11 Defacing**

The Lessee shall not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Premises unless permitted by this Lease.

**3.12 Rubbish**

The Lessee shall not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

**3.13 Disorderly behaviour**

The Lessee shall prevent disorderly behaviour and indecent language at the Premises.

**3.14 Compliance with written laws**

The Lessee shall comply with, carry out and perform the requirements of the Local Government Act, the Health Act and any other Act, ordinance, town planning scheme, local law, regulation or written law or of any notice, requisition or order under a written law applicable to the Premises or the use or occupation of the Premises.

**3.15 Permitted purpose and operation of lessee's affairs**

- (1) The Lessee shall use the Premises only for the purpose specified in Item 1.7 of Schedule 1 or for any other purpose first approved in writing by the Lessor.
- (2) The Lessee shall at all times conduct its affairs for the purpose specified in Item 1.7 of Schedule 1 in a first class businesslike and reputable manner and with due diligence and efficiency.

**3.16 Insurances**

The Lessee shall, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor the following insurances in relation to the Premises:

**Public risk**

- (a) A policy covering public risk which will:
  - (i) be in the name of the Lessee, the Lessor, the Lessor's agent, managers, employees, representatives and contractors and provide for a minimum

cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or such higher amount as the Lessor specifies; and

- (ii) extend to cover any liability for the death of, illness of, or injury to, any person or loss, destruction or damage to any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative operating a business on or from the Premises, or sustains the injury or damage as a result of consuming food or drink supplied on or from the Premises or as a result of goods sold on or from the Premises; and
- (iii) require the insurance company and the Lessee to give the Lessor at least 30 days written notice before either cancellation of the policy or a reduction in its level or extent of cover; and
- (iv) contain a clause which provides that any claims made by any of the insured parties against any other will be treated as though the claimant were not an insured party and in such instances provided that the insurance company waives its right of subrogation; and
- (v) provide cover which is primary and not contributory with any policies effected by the Lessor or the Lessor's managers, agents, employees, representatives or contractors;

#### **Glass**

- (b) a policy in the name of the Lessee and the Lessor covering the breakage of any glass on the Premises including any plate glass. The Lessee agrees that all money received under the insurance policy will be expended in reinstating the damaged glass. If such money is insufficient to meet the cost of the reinstatement the Lessee shall reinstate the damaged glass at its own expense to the Lessor's satisfaction;

#### **Fittings and chattels**

- (c) a policy covering the Lessee's fittings, fixtures and chattels contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

### **3.17 Evidence of insurance cover**

- (1) Before taking possession of the Premises, the Lessee shall deliver the insurance policies required under this Lease to the Lessor.
- (2) The Lessee shall give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

### **3.18 Not to void insurances**

The Lessee shall not at any time do or allow anything which may either render the insurances on the Premises or any part of it void or voidable.

### **3.19 Compliance with insurance regulations**

- (1) The Lessee shall comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.
- (2) The Lessee shall pay to the Lessor the cost of any alterations to any sprinkler or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer or both of them.
- (3) The Lessee shall pay to the Lessor on demand the Lessor's costs of carrying out:
  - (a) any testing and servicing of fire equipment and systems and of electrical equipment which may be required by law or recommended by any relevant authority; and
  - (b) any alteration to any fire equipment and systems which may become necessary by reason of non-compliance by the Lessee with the requirements of any insurer, relevant authority or local government.

### **3.20 Indemnity**

The Lessee shall indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

### **3.21 Alterations and improvements**

The Lessee shall not, without the prior written consent of the Lessor, make or permit to be made any alteration in or additions to the Premises or remove from the Premises any improvement and the Lessee shall not cut maim or injure or suffer to be cut maimed or injured any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.

### **3.22 Notice of defects**

The Lessee shall give to the Lessor immediate notice in writing of any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures or any plant fittings or equipment in the Premises.

### **3.23 Sale of alcohol**

The Lessee shall not sell or permit the sale of any alcohol or alcoholic beverage on the Premises except with the prior consent of the Lessor and in accordance with a licence under the Liquor Licensing Act 1988.

### **3.24 Assignment or subletting**

- (1) The Lessee shall not assign, sublet or part with the possession of the Premises and the Lease without the prior written consent of the Lessor.



- (2) Sections 80 and 82 of the Property Law Act 1969 are hereby expressly excluded.
- (3) Where the Land is Crown land, the prior written consent of the Minister for Lands is required under subclause (1) in addition to the consent of the Lessor.
- (4) The Lessee shall not mortgage, encumber or charge the Premises or the Lease.

### **3.25 Signs**

The Lessee shall not, without the prior written consent of the Lessor, affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Premises or in any place visible from outside the Premises any placard, sign, notice, poster, hoarding or advertisement.

### **3.26 Legal costs**

- (1) The Lessee shall pay to the Lessor on demand the costs (of a full indemnity basis) of and incidental to the negotiations and instructions for and the preparation, completion and stamping of this Lease (including stamp duty) and all copies of this Lease.
- (2) The Lessee shall pay to the Lessor on demand all costs, charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice under section 81 or any other section of the Property Law Act 1969 requiring the Lessee to remedy a breach of a provision of this Lease.

### **3.27 Lessee to make good**

- (1) At the expiration or sooner determination of this Lease:
  - (a) the Lessee shall yield up the Premises to the Lessor in the condition required by this Lease; and
  - (b) the Lessee shall remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee except for any structural improvements and any fixtures, fittings and chattels provided for the use of the Lessee and which the Lessor determines should remain in the Premises. The Lessee shall not do or allow any damage to the Premises in such removal. If however any damage occurs the Lessee will immediately make it good; and
  - (c) the Lessee shall remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.
- (2) If the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:
  - (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
  - (b) treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor may then deal with them in such

manner as the Lessor determines. If the Lessor sells them it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it see fit.

**3.28 No registration or caveat**

- (1) Neither the Lessee nor any agent or other person on behalf of the Lessee shall without the prior consent in writing of the Lessor register this Lease nor lodge any absolute caveat in respect of the Premises to protect the interests of the Lessee under this Lease.
- (2) In the event of this Lease or any such caveat being registered or lodged the Lessee, in consideration of the Lessor having granted this Lease to the Lessee, hereby irrevocably appoints the Lessor and each and every one of the officers or agents of the Lessor jointly and severally for the Term and for a period of 6 months after the Term the agent and attorney of the Lessee to surrender or withdraw any such lease or caveat the cost of which shall be borne and paid by the Lessee.

**3.29 Interest on arrears**

The Lessee shall pay to the Lessor on demand interest at the Rate of Interest plus 2% on all moneys owing by the Lessee but unpaid in breach of the provisions of this Lease for more than 14 days from and including the due date for payment such interest to be calculated on a daily basis on the total of the moneys owing from time to time and computed from and including the due date for payment until the date of actual payment.

**3.30 GST**

Each payment made by the Lessee under this Lease must be made with an additional payment in respect of any GST or similar tax applying to that payment.

**3.31 Lessee's office holders**

Where the Lessee is an incorporated association or a body corporate, the Lessee shall deliver to the Lessor, as often as is required, a current list of the names and addresses of the office holders of the Lessee.

**3.32 Vandalism**

The Lessee shall immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is, or is likely to involve, a breach of the peace or become the subject of a report to the police.

**3.33 Storage of dangerous materials**

The Lessee shall not store or keep on the Premises any inflammable liquids, acetylene gas, dangerous chemicals or volatile or explosive oils, compounds or substances.

**3.34 Ownership of improvements**

The Lessee acknowledges and agrees that any building or improvement constructed or erected on the Premises by the Lessee is or shall become the property of the Lessor upon completion of the building or improvement and shall form part of the Premises for the purposes of this Lease and the Lessee shall have no claim for compensation in respect thereof.

### **3.35 Special conditions**

The Lessee shall observe and perform the special conditions set out in Schedule 2.

## **4. QUIET POSSESSION**

If the Lessee pays the rent and performs its covenants contained in this Lease it will peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under it, subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

## **5. MUTUAL AGREEMENTS**

### **5.1 Default**

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) the Lessee defaults in the payment of any moneys owing to the Lessor other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee;
- (e) the Lessee is a corporation and an order is made or a resolution is passed for the winding up of the Lessee except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent will not unreasonably withheld;
- (f) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (g) the Lessee is a corporation and is placed under official management or an administrator is appointed under or pursuant to the provisions of the relevant Corporations Law or enters into a composition or scheme of arrangement;
- (h) the interest of the Lessee under this Lease is taken in execution;
- (i) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- (j) the Lessee abandons or vacates the Premises; or
- (k) the Lessee being an incorporated association:
  - (i) is wound up or resolves to be dissolved or wound up voluntarily;

- (ii) without the prior written consent of the Lessor, changes its name, objects or constitution;
- (iii) is convicted of an offence under the Associations Incorporations Act 1987,

then the Lessor may in addition to its other powers either:

- (i) re enter on the Premises or any part of them with force if necessary and eject the Lessee and all other persons from and repossess the Premises; or
- (ii) by notice in writing to the Lessee determine this Lease,

or both.

## **5.2 Lessor's powers**

If the Lessor exercises its powers under clause 5.1, this Lease will terminate but the Lessee will not be released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance will not be affected. On such determination if the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:

- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
- (b) if the Lessee does not remove or recover them within a month after termination of the Lease, treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor and the Lessor may then deal with them in such a manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale, but may apply the proceeds of sale as it sees fit.

## **5.3 Destruction of the Premises**

- (1) Where the Premises or any part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to make them unfit for the occupation and use of the Lessee, then the Rent or a proportionate part of the Rent, according to the nature and extent of the damage sustained will abate and all remedies for recovery of the Rent, or such proportionate part of the Rent will be suspended until the Premises are rebuilt or made fit for the occupation and use of the Lessee.
- (2) If the Lessor does not rebuild the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then either party may terminate this Lease by one month's notice in writing to the other without right or claim for damage by reason of such termination of the Lease but without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of this Lease.
- (3) Nothing in this Lease will impose on the Lessor any obligation to rebuild the Premises or to make the Premises fit for the use and occupation of the Lessee.

#### **5.4 Entry by Lessor**

If the Lessee fails to duly and punctually observe or perform any provision of this Lease the Lessor shall be entitled to carry out the observance or performance of the provision and for that purpose the Lessor or the Lessor's architects, servants agent or workmen may if necessary enter the Premises and the cost and expense incurred in the observance or performance together with interest thereon at a rate of 2% per annum greater than the Rate of Interest shall be a debt due by the Lessee to the Lessor and shall be payable on demand and may be recovered by the Lessor in the same manner as if such debt were for rent due under this Lease in arrears by action in law and such cost expense and interest shall be a charge on the term.

#### **5.5 Works by Lessor**

- (1) The Lessor may by itself or its agents at all reasonable times enter the Premises or any part of the Premises for any one or more of the following purposes:
  - (a) complying with the terms of any legislation affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;
  - (b) carrying out any repairs, alterations or works of a structural nature;
  - (c) installing any services such as air-conditioning apparatus, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
  - (d) making any repairs which the Lessor may think necessary to the Premises;
  - (e) making any improvements or alterations to the adjoining Premises which the Lessor may consider necessary;
  - (f) taking inventories of fixtures;
  - (g) exercising the powers and authorities of the Lessor under this Lease.
- (2) In carrying out the works referred to in this clause the Lessor will not cause unnecessary interference with the use of the Premises by the Lessee.

#### **5.6 Holding over**

If the Lessee shall hold over the Premises upon the expiry of the Term then a tenancy from year to year shall not be presumed but the tenancy shall in that event be and continue to be a tenancy from week to week at the rental then payable but otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and shall be determinable at the expiration of one week's notice by either party to the other at any time.

#### **5.7 No waiver**

- (1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease will operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease nor shall it operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.

- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease will not constitute a waiver by the Lessor of any breach of any provision in this Lease and will not create any new tenancy between the parties.
- (3) No custom or practice which has grown up between the parties in the course of administering this Lease will be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

#### **5.8 No warranty**

- (1) This document embodies the whole transaction of leasing made by this Lease and all warranties, conditions and representations collateral or otherwise concerning the leasing whether written, oral, express or implied and whether consistent with this document or not are cancelled.
- (2) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee.
- (3) The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor except as stated in this clause and after satisfying itself as to the suitability of the Premises for the purpose of which the Premises are leased.

#### **5.9 Lessor's right to install services**

The Lessor reserves to itself and to its employees agents and contractors the right to enter upon the Premises at all reasonable times with all necessary materials and appliances to erect make excavate lay or install in on over or under the Premises any posts drains pipes conduits cables wires or other things requisite for any existing or future service to the Premises together with the like right to enter upon the Premises for the purpose of inspecting removing maintaining altering or adding to any such things relating to an existing service to the Premises and, in each such case the Lessor shall cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

#### **5.10 Execution of works by Lessor**

If the Lessor desires or is required to:

- (a) execute any works which by law the Lessor is bound and has been required to execute on the Premises or the Building; or
- (b) build any further storeys upon the Building; or
- (c) alter repair add to or re-build any part of the Premises or the Building; or
- (d) construct erect lay down alter repair cleanse or maintain any drain ventilator shaft water pipe electric wires or gas pipes in connection with or for the accommodation of the Building or any adjoining property; or
- (e) underpin; or
- (f) reinstate or re-build in case of fire,

then and in any such case the Lessor may with or without employees agents workmen and contractors and appliances enter upon the Premises and carry out such works doing as little damage to the Premises as is reasonably possible and restoring them without unreasonable delay but without making compensation for any damage or inconvenience

to the Lessee provided that in each case the Lessor shall cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

#### **5.11 Notices**

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if mailed by prepaid letter addressed to the Lessee at the address set in this Lease or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if mailed by prepaid letter addressed to the Lessor at its office.
- (3) A notice or demand posted mailed is to be taken to be duly served at the expiration of 48 hours after the time of posting mailing and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

#### **5.12 Approvals and consents**

Except as expressly stated to the contrary in this Lease, the Lessor may, whenever its approval or consent is required under this Lease, give it conditionally or unconditionally or withhold it.

### **6. ESSENTIAL TERMS**

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.15, 3.16 and 3.24 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses will entitle the Lessor to all rights and remedies available to it in respect of breach of or failure to comply with an essential term.

### **7. GUARANTEE**

- (1) This Lease is granted to the Lessee at the request of the Guarantor and for such consideration the Guarantor hereby covenants and agrees with the Lessor as follows:
  - (a) the Guarantor hereby guarantees to the Lessor the due observance and performance by the Lessee of each and all of the covenants contained in this Lease;
  - (b) the Guarantor hereby indemnifies the Lessor and covenants and agrees at all times hereafter to keep the Lessor indemnified from and against all damages and all costs, losses and expenses which the Lessor may suffer or incur as a result either directly or indirectly of any breach or non-observance by the Lessee of any covenant or provision in this Lease expressed or implied and on the part of the Lessee to be observed and performed and the Guarantor agrees that this indemnity shall continue and the Guarantor shall remain liable to the Lessor under this indemnity notwithstanding that as a consequence of such breach or non-observance the Lessor has exercised any of its rights hereunder and notwithstanding that the Lessee (being a corporation) may be wound up or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part.
- (2) The Guarantor shall be responsible for the payment to the Lessor on demand of all costs, charges and expenses which the Lessor may be entitled to recover by reason of any default of the Lessee.



- (3) The liability of the Guarantor shall not be released, prejudiced or abrogated by the granting of time or other indulgence or concession to the Lessee or by any variation of the provisions of this Lease or by any release, abandonment, waiver or modification of any rights or obligations as between the Lessor and the Lessee or by any act or omission of the Lessor whereby but for this provision the Guarantor would or may have been so released it being intended that the obligation and liability of the Guarantor shall be a continuing liability absolute and unconditional in all circumstances.
- (4) If for any reason and whether by statute or otherwise any payment made by the Guarantor to the Lessor under the provisions of this Lease is avoided then irrespective of whether such avoidance operates from the date of such payment or from any later date the liability of the Guarantor shall remain as if no such payment had been made.
- (5) The guarantee and indemnity hereby given are to continue and are to remain in full force and effect until the due performance, observance and fulfillment by the Lessee of all the covenants and provisions in the Lease expressed or implied and on the part of the Lessee to be observed and performed.
- (6) Where 2 or more parties are named as Guarantor those parties are bound jointly and severally.

#### **8. GST**

- (1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply shall provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.
- (2) In sub-clause (1):
  - “Consideration” means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause;
  - “GST” means any form of goods and services tax or similar value added tax;
  - “GST Amount” means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;
  - “GST Exempt Component” means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;
  - “GST Legislation” means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation;
  - “Rate” means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease;
  - “supply” includes supply as defined under GST Legislation.



## **SCHEDULE 1**

<b>Item 1.1</b>	<b>Lessee's Name and Address:</b>	<b>Nannup Sports and Recreation Association (Inc) 17 Adam Street, NANNUP WA 6275</b>
<b>Item 1.2</b>	<b>Land: Reserve Number: Lot Number:</b>	<b>Warren Road Nannup 9185 (Part) (Part) 77,105,106,214,249</b>
	<b>Premises:</b>	<b>Nannup Community Centre Building</b>
	<b>Lessor's Interest:</b>	<b>Owner of Built Infrastructure &amp; Fixtures</b>
<b>Item 1.3</b>	<b>Term:</b>	<b>5 years.</b>
	<b>Commencement Date:</b>	<b>1 July 2012</b>
	<b>Expiry Date:</b>	<b>30 June 2017</b>
<b>Item 1.4</b>	<b>Annual rent payable on the Commencement Date:</b>	<b>\$2,400</b>
<b>Item 1.5</b>	<b>Manner of payment of rent:</b>	<b>Monthly in advance</b>
<b>Item 1.6</b>	<b>CPI Rent Review Dates:</b>	<b>31 December each year</b>
	<b>Market Rent Review Dates:</b>	<b>31 December 2014</b>
<b>Item 1.7</b>	<b>Permitted Purpose:</b>	<b>Operation of a Sportsman's Club facility for club members including operation of a licensed bar and associated clubhouse facilities</b>
<b>Item 1.8</b>	<b>Guarantor's Names and Addresses:</b>	<b>N/A</b>

**SCHEDULE 2  
SPECIAL CONDITIONS**

**2.1 Use by community associations and others**

- (1) The Lessee shall permit community, charitable and recreational associations and bodies and such other associations, bodies or persons as the Lessor may approve, to use the Premises at all times when the Premises are not required by the Lessee, and the Lessee shall not charge any fee for such use in excess of the fees fixed by the Lessor from time to time.
- (2) The Lessee shall take bookings by all associations, bodies and persons permitted to use the Premises pursuant to sub-Item (1) and shall enter all such bookings in a register kept for the purpose together with details of the name of the association, body or person, the hours during which the Premises were used by the association, body or person, the fees paid to the Lessee and such other details as the Lessor may require.
- (3) The Lessee shall keep the register referred to in sub-Item (2) available for the Lessor to view at the Premises or forthwith upon request by the Lessor shall provide the Lessor with the register for viewing by the Lessor.

**2.2 Provisions associated with the operation of licensed premises**

- (1) The lessee shall at all times comply with the requirements of the Department of Racing, Gaming and Liquor Licence issued to the Nannup Sports and Recreation Association (Inc) (or any agency that subsequently assumes the responsibility for the issuing of licences and the compliance functions of the department). Any breach of the license provisions that are reported to Council may result in the termination of the lease.
- (2) The lessee is responsible for all alcohol and other contents associated with the operation of the licensed premises and should ensure they hold the appropriate insurance cover for stock and contents held on the premises at any time.

**2.3 Common Areas**

- (1) The Community Centre shares some of its facilities with the attached Recreation Centre. These shared facilities comprise:
  - (i) Foyer
  - (ii) Internal Toilets & Changing Rooms
  - (iii) External Changing Rooms
  - (iv) Equipment Storage Area
- (2) The Lessor shall be responsible for the cleaning of all common areas and shall bill the Lessee for such services associated with their use of the facilities. For the avoidance of doubt the cleaning of all other areas is the responsibility of the Lessee.
- (3) The Lessee shall be permitted to store items of equipment which it uses on a regular basis in the Equipment Storage Area.

**EXECUTED by the parties**

THE COMMON SEAL of SHIRE OF NANNUP was  
hereunto affixed pursuant to a resolution of the Council  
in the presence of: )  
)  
)



Deputy Shire President



Robert Jennings - Chief Executive Officer



THE COMMON SEAL of the Nannup Sports and  
Recreation Association (Inc) was hereunto affixed by  
authority of the President/Chairperson in the presence  
of: )  
)  
)



Signature of authorised person

Chair, NSRA.

Office held

Anthony James Dean

Name of authorised person  
(block letters)



Signature of authorised person

Office held

Name of authorised person  
(block letters)

SIGNED by  
in the presence of:  )  
)  
)

Witness: Evelyn Patman

Address: Lot 1 Denny Road, Dalbarragup

Occupation: Executive Officer

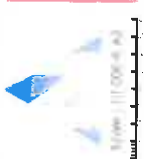
## Provisions:

- 1. Residential and Development Site Precincts**
  - a. Lots 67 and 68 are zoned for residential use (R1) and are subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - b. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - c. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - d. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - e. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
- 2. Conservation Precincts**
  - a. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - b. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
- 3. Mixed Use Precinct**
  - a. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - b. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
- 4. Tourism Precinct**
  - a. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - b. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
- 5. General**
  - a. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - b. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - c. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - d. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.
  - e. The proposed development is subject to the provisions of the Resource Management Act 1991 and the Resource Management Act 1991 Regulations 2002.



Shepherd Hill  
Approved by the Council of the State of  
New South Wales  
Date: 10/10/2012  
CSO: Robert Jennings

Higgins Swamp  
**Structure Plan**  
Lot 701 Kearney Street, Lots 67 and 68 Warren  
Road and Lot 700 Higgins Street, Narrup



Client: Higgins Swamp  
Design: Higgins Swamp  
Planning: Higgins Swamp  
Date: August 2012

Project: Higgins Swamp  
Location: Higgins Swamp  
Date: 2012/08/01  
Author: Higgins Swamp  
Version: 1.0



**OLD TOTAL CONTRACT PRICE LIST**

Contract price	\$	1,993,651.00	original contract
NDRP	\$	442,356.00	Total amount to spend
SWDCGS	\$	282,294.00	Total amount to spend
<b>Total Project</b>	<b>\$</b>	<b>2,718,301.00</b>	<b>Total Contract</b>

**SHIRE INCOME**

Contract price	\$	1,999,494.61	original contract+VOR1 to VOR20 \$5,843.61
NDRP	\$	221,912.61	50% contribution from NDRP
SWDCGS	\$	1,44,568.82	contribution from SWDCGS
Carpark	\$	85,675.00	R2R
<b>Revised Contract Value</b>	<b>\$</b>	<b>2,451,651.04</b>	

Lottery/West Grant	\$	300,000.00
Natural Disaster Resilience	\$	110,590.00
SWDC	\$	144,294.00
Sports & Recreation Assoc	\$	100,000.00
Golf Club Contribution	\$	100,000.00
Anonymous Donor	\$	35,000.00
Department of Sport & Rec	\$	105,000.00
Reserve Contribution	\$	151,000.00
R2R	\$	100,000.00
<b>BUDGET</b>	<b>\$</b>	<b>1,145,894.00</b>

**NDRP - PATS QUOTES**

**Matched Everything in Existing Contract**

Consultation Fee (5% of Value of Works)	\$	8,892.32	Consultation Fee (5% of Value of Works)	\$	8,892.32	Matched in Preliminaries
Fire Detection System	\$	39,975.72	Fire Detection System	\$	39,975.72	Matched in Preliminaries
125mm Fire Service to Buildings	\$	15,592.50	125mm Fire Service to Buildings	\$	15,592.50	Matched in Preliminaries
Fire Hydrants	\$	2,779.74	Fire Hydrants	\$	2,779.74	Matched in Preliminaries
Fire Extinguishers & Blankets	\$	4,453.68	Fire Extinguishers & Blankets	\$	4,453.68	Matched in Preliminaries
Smoke Detectors	\$	3,465.00	Smoke Detectors	\$	3,465.00	Matched in Preliminaries
Install Generator	\$	-	Install Generator	\$	6,100.00	Matched in Preliminaries
Supply & Erect Secure Enclosure	\$	7,576.80	Supply & Erect Secure Enclosure	\$	7,576.80	Matched in Preliminaries
Supply, Install & Plumb Water Tank	\$	25,615.16	Supply, Install & Plumb Water Tank	\$	25,615.16	Matched in Preliminaries
Supply Diesel Powered Fire Pump	\$	13,088.46	Supply Diesel Powered Fire Pump	\$	13,088.46	Matched in Preliminaries
Supply & Erect Secure Pump House	\$	635.26	Supply & Erect Secure Pump House	\$	635.26	Matched in Preliminaries
Public Address System	\$	11,978.44	Public Address System	\$	11,978.44	Match in Electrical
Inter/Intra Building Systems	\$	12,043.20	Inter/Intra Building Systems	\$	12,043.20	Match in Electrical
External Communications	\$	15,159.58	External Communications	\$	15,159.58	Match in Electrical
Security System	\$	3,291.76	Security System	\$	3,291.76	Matched in Preliminaries
Emergency Universal Access	\$	21,695.00	Emergency Universal Access	\$	21,695.00	Matched in Concrete Work
Emergency Lighting	\$	18,000.00	Emergency Lighting	\$	18,000.00	Match in Electrical
Roof Ember Control	\$	4,383.23	Roof Ember Control	\$	4,383.23	Matched in Roofing
Air conditioners	\$	3,132.94	Air conditioners	\$	3,132.94	Match in Electrical
Solar Booster	\$	231.00	Solar Booster	\$	231.00	Match in Electrical
Electrical Louver switch replacement	\$	63.53	Electrical Louver switch replacement	\$	63.53	Match in Electrical
Highlight Windows	\$	418.69	Highlight Windows	\$	418.69	Match in Electrical
Power Shut Down Control	\$	377.69	Power Shut Down Control	\$	377.69	Match in Electrical
Electrical & Plumbing work requested to Beer Cool room	\$	340.73	Electrical & Plumbing work requested to Beer Cool room	\$	340.73	Match in Electrical
Inline Water Filter	\$	431.20	Inline Water Filter	\$	431.20	Matched in Preliminaries
Community Access	\$	8,291.00	Community Access	\$	8,291.00	Matched in Preliminaries

**TOTAL** \$221,912.61

**TOTAL NDRP PRICE** \$443,825.72

\$228,012.61



South West Development Commission Grant Scheme			Matching Cash From Shire (R2R)		
ITEM	ESTIMATED COSTS Ex GST	ITEM	ESTIMATED COSTS Ex GST		
Consultation Fees for arranging works	\$ 5,000.00	Consultation Fees for arranging works	\$ -		
Rendering of Existing building	\$ 30,000.00	Rendering of Existing building	\$ 10,000.00		
Signage	\$ 4,000.00	Signage	\$ -		
Upgrade doors to toilet and rooms on existing building	\$ 6,000.00	Upgrade doors to toilet and rooms on existing building	\$ -		
Installation of Drinking Fountain	\$ 800.00	Installation of Drinking Fountain	\$ -		
Perimeter Sprinkler System	\$ 20,000.00	Perimeter Sprinkler System	\$ -		Yet To Be Determined
Essential Services	\$ 743.82	Essential Services	\$ -		
Car parking, kerbing, linemarking	\$ 50,000.00	Car parking, kerbing, linemarking	\$ 14,650.00		
Paving for Cancer Support Garden	\$ 5,000.00	Paving for Cancer Support Garden	\$ 4,500.00		
Site works Carpark	\$ -	Site works Carpark	\$ 3,800.00		
Earthworks for Cancer support garden	\$ -	Earthworks for Cancer support garden	\$ 13,300.00		
Exterior Power points installed to building	\$ 9,025.00	Exterior Power points installed to building	\$ 1,125.00		
Car Park lighting	\$ -	Car Park lighting	\$ 36,300.00		
Preparation of Plans	\$ -	Preparation of Plans	\$ 2,000.00		
Community Response Access	\$ 14,000.00	Community Response Access	\$ -		
<b>TOTAL</b>	<b>\$ 144,568.82</b>	<b>TOTAL</b>	<b>\$ 85,675.00</b>		Coming from R2R
<b>TOTAL</b>	<b>\$ 230,243.82</b>				

Revised Project Price	\$ 2,451,651.04
Total Paid To BRC to date (A)	\$ 1,607,702.32
<b>TOTAL AMOUNT LEFT IN SHIRE BUDGET</b>	<b>\$ 684,494.00</b>
LEFT TO PAY to the Project	\$ 843,948.72
<b>Shortfall for the Project</b>	<b>-\$ 159,454.72</b>
<b>Request from Asset Management Reserve</b>	

\$ 461,390.00

<b>Policy Number:</b>	LPP 001
<b>Policy Type:</b>	Local Planning Policy
<b>Policy Name:</b>	<b>Cut &amp; Fill and Retaining Wall</b>
<b>Policy Owner:</b>	Chief Executive Officer

**Authority:** Shire of Nannup Local Planning Scheme No.3

## INTRODUCTION

The natural topography of the Shire of Nannup provides a number of challenges to land owners and developers, in particular finding level building sites in some areas. To create these level sites, cut and fill techniques are often used along with the development of retaining walls.

This is more easily addressed at the subdivision stage where the systematic development of retaining walls can be addressed for the whole of the land. More problematic is where individual landowners seek to establish retaining walls and the impacts unregulated designs and finishes will have on immediate neighbours and the locality as a whole.

It is becoming increasingly apparent that the management of these forms of development has not been sufficient.

This policy has been formulated to provide a set of guiding principles for landowners, developers and the local government in respect to where 'cut and fill' of residential land in the local government is sought and specifically, where retaining walls and the like are sought.

## OBJECTIVES

The principal objectives of this Policy are:

1. To preserve the natural topography of the Scheme Area by restricting the level of cut and fill development specifically on steep slopes which may be more suitable to other construction techniques (i.e. pole homes, stump system, retaining walls.)
2. To ensure that at subdivision stage, an assessment is undertaken as to the likely need for cut and fill and/or the development of retaining walls based on the slope of the land, lot size and vegetation cover prior to clearance of Western Australian Planning Commission (WAPC) subdivision conditions.
3. To ensure that where individual landowners seek to undertake cut and fill and/or the development of retaining walls on boundaries, the assessment provided in this Local Planning Policy is undertaken.

## DEFINITIONS

1. **“Terrace”** – for the purpose of this policy a “terrace” is a series of flat platforms (or steps) on the side of a hill, rising one above the other. The base of the terrace is taken to be the bottom of the lowest step with the top being the highest point of the highest step.
2. **“Topsoil”** - for the purpose of this policy “topsoil” is taken to be the soil zone containing decomposed organic matter and seed source, generally not to exceed 150mm in depth.
3. **“Unprotected Embankment”** – for the purpose of this policy an “unprotected embankment” is taken to be the face area of a section of fill that is not subject to retaining or other forms of stabilisation.

Other definitions as set out in the Scheme or in the R Codes.

## Application of this Policy

The Policy applies throughout the district. The Policy has a particular focus on residential areas where cut and fill are proposed and which will result in the construction of retaining walls. The Policy also provides guidance to the local government's decision-making where development requires the local government's discretion under the 'design principles' of the *Residential Design Codes of Western Australia (R Codes)*. ~~The Policy also seek to provide guidance where there are variations to the *Residential Design Codes of Western Australia (R Codes)* relating to residential development.~~

## Links to Local Planning Scheme and other documents

This Policy should be read in conjunction with all Shire of Nannup policies and the *Shire of Nannup Local Planning Scheme No.3* (as amended).

The R Codes outline 'deemed-to-comply' provisions. Where there is an inconsistency between this Policy and the 'deemed-to-comply' provisions of the R Codes, then the R Codes prevail to the extent of such inconsistency.

For land subject to the R Codes, the development is exempt from the need to obtain development approval where:

- (i) development complies with 'deemed-to-comply' provisions of the R Codes or any variations to the R Codes permitted by the Scheme; and
- (ii) the site is not on the Heritage List; and
- (iii) the site is outside of the Heritage Area, Flood Risk Land Special Control Area and Landscape Values Area as shown on the Scheme maps.

## POLICY

In assessing a proposal the local government shall consider the following:



1. Where the local government suspects that unstable soil and site conditions occur, or the slope is greater than 1:5, the local government will require a geotechnical report and a structural engineer's report to determine building construction requirements.
2. No land over 1:4 slope prior to grading shall be developed using cut & fill construction techniques, except at the specific discretion of the local government and where it can be shown that a minimum amount of development is in the spirit and not incompatible with the objectives of this policy.
3. The specific policy requirements that apply to all land within Local Planning Scheme No. 3 as set out below:
  - 3.1. Access tracks are to be located in such a manner as to minimise the required earthworks.
  - 3.2. All exposed earthworks will be required to be landscaped in accordance with an approved landscaping plan (~~see section 6.4~~).
  - 3.3. Topsoil is to be stripped separately and stockpiled on site, to be respread during landscaping.
  - 3.4. Water discharge from the site during development is to be controlled by the use of ripping, contour banks or grade banks and sumps to attenuate turbid and/or nutrient rich water leaving the site.
  - 3.5. Where a residence is to be constructed partially on cut and partially on fill, the excavated material is to be placed outside the building area to form batters and embankments and the platform is to be filled with sand. Consolidated in even lifts, not exceeding 600mm, to produce a density which will resist seven blows per 300mm of standard 16mm diameter penetrometer. As an alternative, pile and beam foundations into natural uncut ground in the fill area are acceptable.
  - 3.6. Fill is not to exceed 1.5m at any given point on the site and the top level of the fill is not to exceed 2.4m from the base of the fill.

4. Subject to site conditions and context, the local government will have regard to this Policy in providing its comments and recommendations to the WAPC on subdivision applications. It is highlighted that the WAPC is the final decision maker in relation to subdivision.

### **Retaining wall requirements**

Unless otherwise provided for within this policy, retaining walls will be required where cut or fill is equal to, or in excess, of 0.9 metre. ~~Note: Owners and developers need to observe health and safety requirements~~

1. A retaining wall is not to exceed 2.4m in height (measured from the base of the wall).

2. Where it is proposed to terrace a portion of a lot the policy provisions set out above apply in so far that where a step is in excess of 1m retaining will be required and the top level of the terrace is not to exceed 3.0m from the base of the terrace.
3. Where an unprotected embankment is proposed no retaining will be required where it is in accordance with BCA Volume 2 Part 3.1.1 – Earthworks (note Attachment 1). Such embankments are to be landscaped in accordance with an approved landscaping plan.
4. Land owners and developers should note their 'Health and Safety' responsibilities with regards to retaining walls during construction and on completion. Provision for safety fencing in accordance with the BCA P2.5.2 – Barriers.

## **Application Details**

### *Subdivision and Development*

1. Where as part of the overall subdivision and development of land, any permanent excavation with a slope steeper than the angle of repose or natural slope of the soil shall have retaining walls of masonry or other materials approved by the local government of sufficient strength and stability to retain the embankment together with any surcharged loads.
2. Design of the retaining structure is to be by a practising Civil or Structural Engineer with certified engineering drawings to be submitted to the local government for approval.
3. Information to be supplied with the engineering assessment will include but not be limited to the following:
  - a site plan showing the main topographical features of the site including slope;
  - contours, sub-catchments, flow paths and drainage lines;
  - flood risk;
  - surface water and groundwater;
  - vegetation;
  - dams and water courses;
  - rock outcrops;
  - soil type,
  - fences
  - buildings;
  - level of top of sand pad/fill;
  - finish floor level;
  - cut and fill section showing sub soil drainage and cut off drains;
  - cut and fill section (of greatest cut and fill) showing method of retention;
  - landscaping plan (if required);

- design and construction details of any retaining walls (if required) which shall be prepared by a suitably qualified structural engineer; and
  - other details required elsewhere within this Local Planning Policy.
4. The local government will determine the type and colour of materials to be used forming the retaining wall. In considering the type and colour of materials, the local government may require the subdivider to undertake a visual assessment to the requirements of the local government. In addition, any brick or block work undertaken will be required to have a 'clean' finish to the adjoining lot.

### **Individual Lots**

1. Where any permanent excavation with a slope steeper than the angle of repose or natural slope of the soil shall have retaining walls of masonry or other materials approved by the local government of sufficient strength and stability to retain the embankment together with any surcharged loads.
2. Design of the retaining structure by a practising Civil or Structural Engineer will be required and shall be submitted to the local government for approval prior approval of a Building Permit.
3. Information to be supplied with the engineering assessment will include but not be limited to the following:
  - contours of site;
  - level of top of sand pad/fill;
  - finish floor level;
  - cut and fill section showing sub soil drainage and cut off drains;
  - cut and fill section (of greatest cut and fill) showing method of retention;
  - drainage site run-off (minor and major events);
  - flood risk;
  - surface water and groundwater;
  - landscaping plan (if required);
  - design and construction details of any retaining walls (if required) which shall be prepared by a suitably qualified structural engineer;
  - provisions of the Residential Design Codes; and
  - other details required elsewhere within this Local Planning Policy
4. Where a retaining wall in the Residential zone is proposed on a boundary, a Licensed Surveyor must be employed by the landowner to set out the boundaries prior to the commencement of any works. In this

regard, the requirement for a Licensed Surveyor will be included as a condition of Building Permit.

5. The local government will determine the type and colour of materials to be used forming the retaining wall. Generally, the type of retaining wall structure will be of 'earth' tones. The local government will consider oxide-tinted concrete blocks in areas that are not visible from the street.

In relation to the development of land forming the 'Askino' subdivision, retaining walls will be in accordance with the endorsed Development Guide Plan as included in Attachment 2 and ensure that the buildings are in 'earthy tones' and not limestone in colour. Examples of colours that are acceptable include Dulux®:

- Latte;
- Ground Coriander;
- Stucco Tan; and
- Nubuck;

as per the colour chart included as Attachment 3.

Other colours may be also be acceptable and in this regard, it is recommended to liaise with the local government.

\* Dulux® is a Registered Trademark

In addition, any brick or block work undertaken will be required to have a 'clean' finish to the adjoining lot.

6. As part of the assessment process, consultation is usually required. The local government may require applicants to supply written support from adjoining landowners specifically implicated by the proposed retaining wall. Where written comments are not able to be obtained by the applicant, staff will provide written advice to adjoining landowners and community groups (at the applicants cost) of the proposed construction and invite them to submit comments to the local government.
7. If an adjoining landowner or community group does not respond within the time provided (generally 14 days), the local government will consider the application on the basis that the landowner has not exercised their opportunity to comment.
8. Where objections are received the submission(s) will be reviewed and considered in light of the applications relevance against the Local Planning Scheme No. 3, the R Codes and the provisions of this Policy.

Related Procedures/Documents	<ol style="list-style-type: none"> <li>1. Building Codes of Australia Table 3.1.1.1 <a href="#">LPP001 Attachment1.docx</a></li> <li>2. Subdivision Guide Plan Lot 23 Brockman Highway – P0486-01(SGP) dated July 2006. <a href="#">LPP001 Attachment 2.docx</a></li> <li>3. Dulux® colour chart <a href="#">LPP001 Attachment 3.pdf</a></li> <li>4. Decision process of stormwater management in Western Australia (DoW 2009)</li> <li>5. Stormwater management manual for Western Australia (DoW 2007-2009)</li> </ol>
Delegated Level	CEO, Building Surveyor, Executive Officer, Manager Infrastructure, Development Services Officer
Adopted	OM 22 April 2010 # 8157
Reviewed	

<b>Policy Number:</b>	LPP 002
<b>Policy Type:</b>	Local Planning Policy
<b>Policy Name:</b>	<b>Private Stormwater Drainage Connections to Council's Stormwater Drains</b>
<b>Policy Owner:</b>	Chief Executive Officer

**Authority:** Planning and Development Act 2005  
Local Government Act 1995 Schedule 9.1.7  
Shire of Nannup Local Planning Scheme No.3

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## **OBJECTIVE**

To provide a control system for the installation of private drainage connections, within townsites, to the local government's drainage pipelines, at a cost to the applicant.

To minimise maintenance issues with townsite drainage systems caused by private connections, to ensure that kerbs and pipelines are not damaged by unqualified and inexperienced installers and to provide a uniformed standard.

## **DEFINITIONS**

### **Townsite:**

Includes the subdivision of the "Askino Estate" along with other urban, residential and associated subdivision/development near the Nannup townsite.

## **POLICY**

All land owners can apply to the local government to connect their private stormwater drainage into any available local government drainage system on a street/road reserve or a drainage reserve or easement, but must make application and copy with the local government's specifications.

All applications are to be accompanied with a refundable bond as set out in the Council's adopted Fees and Charges to ensure the approved work is in accordance with the approved plans and specifications. With new houses this will form part of the building permit process.

Drainage connections may be to an inlet pit/well liner or pipeline in the street verge. They may also be made to an open 'Vee' drain or to a properly shaped gap in the kerb line. Connections can also be made to a drainage reserve or easement through private property provided the requisite approvals are acquired.

Any drainage pipe connecting from private property into a public local government controlled piped drainage system will require the installation of a

manhole/silt trap to be situated and built within the private property prior to connection into the local government's system, to stop any silt or debris from entering the pipeline system.

All maintenance of the silt trap is the landowner's responsibility and the local government will not accept any liability for any damage or failure of the silt trap.

There are various other services on the road reserve, e.g. power, water supply, sewer, telephone cables etc. Whoever installs the private drainage connection is totally responsible for checking the location of these services and for any liability if damage is done to them.

The local government is not responsible for damage done to private drainage pipes on street verges by other groups, individuals or service authorities.

If the drainage plumber or builder declines to make good any lack in meeting the local government's requirements, then the local government shall retain the bond and use its own staff to complete the works.

The local government shall allow a private drain pipe connection to be cut into the existing kerbing of a street to allow the water to drain down the kerb face if the pipe is of a small diameter (approximately 90mm) and the connection makes use of a standard commercial shaped drainage fitting to match the kerb profile.

The local government will generally require that new drainage pipes, proposed to be created through new lots, are protected by an easement.

Related Policies	LPP 013 Car Parking and Vehicular Access
Related Procedures/Documents	1. Shire of Nannup Stormwater Management Procedure <a href="#">LPP002 Attachment 1.docx</a> 2. Decision process of stormwater management in Western Australia (DoW 2009) 3. Stormwater management manual for Western Australia (DoW 2007-2009)
Delegation Level	CEO, Manager Infrastructure, Executive Officer, Development Services Officer
Adopted	OM 22 April 2010
Reviewed	



<b>Policy Number:</b>	LPP 004
<b>Policy Type:</b>	Local Planning Policy
<b>Policy Name:</b>	<b>Bed &amp; Breakfast</b>
<b>Policy Owner:</b>	Chief Executive Officer

**Authority:** Shire of Nannup Local Planning Scheme No.3

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## **OBJECTIVE**

This policy aims to facilitate the provision of high standards of Short Stay/Home Style accommodation in various locations to encourage tourism whilst maintaining the amenity of those locations for permanent residents.

## **DEFINITION**

The *Shire of Nannup Local Planning Scheme No. 3* (LPS No. 3) defines Bed and Breakfast accommodation as follows:

“Bed and Breakfast accommodation means a dwelling, used by a resident of the dwelling, to provide accommodation for persons away from their normal place of residence on a short-term basis and includes the provision of meals.”

### **Note:**

*Where a premise accommodates more than six (6) persons exclusive of the family of the keeper, it shall be defined as a “lodging house” and is required to comply with the provisions of LPS No. 3, Health Act 1911 and the Shire of Nannup Health Local Laws 2003.*

## **POLICY**

The establishment of Bed and Breakfasts **accommodation** within the Shire of Nannup is to note the following:

### **Locations/Zones**

A Bed & Breakfast may only be established in areas designated within the Zoning Table that forms part of LPS No.3, which requires approval by the local government as a “D” use. A Bed & Breakfast use is not permitted in the Industry Zone or where specifically excluded in a structure plan.

### **Appearance of Dwelling**

The use of Bed & Breakfast accommodation shall be incidental to the predominant use and nature of the dwelling. The appearance of the dwelling shall remain residential and shall not impact adversely on surrounding properties.



## **Minimum Standards /conditions for Bed & Breakfast Accommodation:**

### **Maximum rooms**

4. Maximum 3 guest bedrooms for guest purposes (maximum 6 adults), with a separate bedroom for the owner/manager.

### **Water**

Adequate water supply is to be provided for ablutions, cooking and drinking that meets the Australia Drinking Water Guidelines. Additionally, adequate water for fire-fighting purposes is to be provided.

### **General Issues and Requirements**

In determining the suitability of a Bed and Breakfast proposal, the local government shall take into consideration the following issues and requirements:

1. Potential impact on the adjoining properties and surrounding residential area.
2. Appropriateness of accessibility by vehicle or as required by walking and cycling.
3. Car parking to be provided on site is one (1) car bay for every two guest rooms and two (2) spaces for the dwelling itself. Where an uneven number of guest rooms exist, the number of car bays provided for guest rooms is to be rounded up to the nearest whole number.
4. The provision of adequate emergency management response.

### **Approval Conditions**

The following conditions (not limited) will apply to all Bed and Breakfast Accommodation applications on approval:

1. An approval shall not be transferred or assigned to any other property.
2. Bed and Breakfast Accommodation shall not be used as a lodging house or for permanent accommodation.
3. A sign, subject to the provisions of the local government's Sign Policy, may be erected on-site subject to the approval being granted by the local government.
4. Smoke alarms to be installed in accordance with the Building Code of Australia.
5. Car parking is to be provided on-site.
6. No facility for cooking or laundry facilities will be permitted within the rooms.

### **Change of Ownership**

Local government planning approval will not be forfeited in the event of change of ownership of the premises. However notification to the local

government of the intentions of any new owners of these establishments is required to enable the local government's records to be updated.

Related Policies	LPP 020 Developer and Subdivider Contributions LPP 021 Bush Fire Management
Related Procedures/ Documents	
Delegation Level	CEO, Executive Officer, Building Surveyor, Development Services Officer
Adopted:	OM 22 April 2010.
Resolution	
Reviewed:	

<b>Policy Number:</b>	LPP 005
<b>Policy Type:</b>	Local Planning Policy
<b>Policy Name:</b>	<b>Consultation</b>
<b>Policy Owner:</b>	Chief Executive Officer

**Authority:**

Planning and Development Act 2005

Planning and Development (Local Planning Schemes) Regulations 2015

State Planning Policy 3.1 Residential Design Codes

Shire of Nannup Local Planning Scheme No.3 (LPS No. 3)

## **OBJECTIVES**

The objectives are to:

1. Clearly define the level of consultation relevant to planning issues.
2. Detail the requirements for consultation based on the level of impact.
3. Outline the process the local government will use when undertaking consultation and considering submissions.

## **DEFINITIONS**

The following definitions are relative to this policy:

**Adjoining:**

Refers to any land or owner of land which abuts an application site or is separate from it only by a pathway, driveway or similar thoroughfare.

**Affected Person:**

Means a person who owns land:

1. that adjoins an application site; or
2. the enjoyment of which may be detrimentally affected by the use of an application site or the erection of a building on an application site.

**Development:**

As set out in the *Planning and Development Act 2005* or associated Regulations.

**Land:**

Includes any building or part of a building created on the land.

**Neighbouring Land:**

Any land, other than adjoining land which may be detrimentally affected by the use of an application site for the creation of a building on an application site (and includes properties in a neighbouring local government area).

**Notification:**

Written advice provided by the local government in accordance with the requirements of the policy, however does not provide persons notified with an opportunity to formally respond to, and comment on, the information conveyed.

**Submitters:**

Those affected persons who have provided written comment on a proposal within the formal comment period or shortly thereafter at the discretion of the local government.

**Works:**

Any physical alterations made to land or property within the municipality, either by the local government or a government agency, or third party authorised by the relevant agency.

**Approval Types:**

In relation to Schedule 1, any reference to the following letters has the following definition:

- “P” means that the use is permitted by the Scheme providing the use complies with the relevant development standards and requirements of the Scheme.
- “D” means that the use is not permitted unless the local government has exercised its discretion by granting planning approval.
- “A” means that the use is not permitted unless the local government has exercised its discretion and has granted planning approval after giving special notice in accordance with clause 9.4.
- “X” means a use that is not permitted by the Scheme.

**POLICY**

The minimum level of consultation used by the local government shall relate to the extent of community impact or interest associated with the proposed development, project or local government works, and shall be selected according to the following categories:

**Level 1 - NO CONSULTATION (approval type ‘P’ or ‘X’)**

- i) No predicable detrimental impact on the character or amenity of the immediate or general locality likely;

- ii) Consultation is not required or is precluded under relevant legislation;
- iii) Consultation has previously occurred, and only minor modifications or modifications that address previous concerns raised are proposed.

***Level 2 – ADJOINING LANDOWNER COMMENT (approval type 'D' or 'A')***

- i) Development, use or works involve additions or alterations that are visible or have an apparent impact on the owner or occupier of land immediately adjacent to the side of the property affected.
- ii) Statutory requirements for notification exist (SPP 3.1 Residential Design Codes).

**Method of Consultation**

The owners/occupiers of properties determined as being potentially affected by a development proposal will be consulted in writing providing a minimum of 14 days for the lodgement of any submissions.

Where the land owner/occupier is consulted by the proponent of a development proposal, evidence of the acceptability of the proposal shall be provided by way of a signed letter of no-objection and endorsement by way of no objection comment, signature, printed name and full address on a copy of the plan(s) submitted for approval.

***Level 3 – SURROUNDING (NEARBY) PROPERTIES COMMENTS (approval type 'D' or 'A'):***

- i) Development, use or works involve potential detrimental impacts on the land adjoining the application site or other neighbouring land, the use or enjoyment of which may be affected by the proposal.

**Method of Consultation**

The owners/occupiers of properties determined as being potentially affected by a development proposal will be consulted in writing providing a minimum of 14 days for the lodgement of any submissions.

Dependent upon the level of impact in the area, the local government may also publish a notice of the development proposal in a paper, published weekly, that provides coverage of the Shire of Nannup inviting comment/submissions within a specified period.

The local government may also seek comment through advertising on its website and having information available at the Shire office.

***Level 4 – LOCALITY/SHIRE WIDE & STATE WIDE (approval type 'D' or 'A')***

Development, use or activities that are likely to affect the amenity, character or function of an area greater than surrounding properties including the whole Shire, proposals, projects or local government functions that are of Shire-wide, Regional or State significance.

### Method of Consultation

The local government may give notice or require the applicant to give notice in the following manner:

1. Publish a notice of the development proposal in a paper, published weekly, that provides coverage of the Shire of Nannup or where State-wide notification is required, the West Australian newspaper;
2. Arrange for a sign or signs (~~A3 or larger as required by the local government~~) to be placed in a prominent position(s) on the development proposal site;
3. Consult with the owners/occupiers of properties determined as being potentially affected by a development proposal (in writing) providing a minimum of 21 days for the lodgement of any submissions;
4. Consult with the owners/occupiers of land beyond the foregoing areas where, in the opinion of the local government, there will be an impact; and
5. Consult as necessary with other affected government agencies or statutory authorities as the case requires, drawing attention to the form of the development proposal and inviting comment within a period not being less than 21 days or, where appropriate, such longer period as may be necessary.
6. The local government will seek comment through advertising on its website and having information available at the Shire office.

### **Functions and Proposals Subject To Consultation**

Schedule I outline the matrix upon which the appropriate level of consultation with affected persons and the community may be determined, for key local government activities and types of development. Where proposals occur that do not clearly fall within the matrix, or where circumstances indicate that the standard level would not be appropriate, the criteria outlined above shall be used to establish the consultation process required.

### **Consultation Procedure**

Where there is an inconsistency between this Policy and the *Planning and Development (Local Planning Schemes) Regulations 2015*, then the Regulations prevail to the extent of any such inconsistency. ~~The local government shall work towards the introduction of a web based process and on line availability of information or relevant issues and proposals, including the ability to make submissions on standard forms via the internet, at which stage the policy shall be reviewed to incorporate this option into the relevant levels of consultation.~~

### **Consideration of Submissions**

Upon closure of the comment period the following actions are to be undertaken by the responsible officer:

1. Write to all submitters acknowledging receipt of the submission, and advise of the process of determining the issue or action. Where appropriate, this requirement may be replaced by an advert in the local weekly newspaper with written notification to those outside the circulation area, in which case written notification to submitters after the decision is made should be undertaken by the responsible officer.
2. All submissions will be taken into account in the determination of the issue or action, and recommendations/decisions made in accordance with the level of officer delegation relevant to the proposal.
3. When a decision is to be made by Council (as distinct from a delegated officer), a summary of submissions or the actual submission(s) where provided will be taken into account by the Council in determining the application/proposal or action to be taken.
4. The local government has a responsibility to consider the economic, social and environmental impacts of any proposal. Specifically matters to be taken into account in the consideration of proposals and submissions are outlined in LPS No. 3 clause 10.2.

#### **Cost of Consultation**

The costs of the consultation requirements specified within this policy are generally reflected in the Planning Application or other fee, however in some cases the costs are to be met by the applicant/proponent.

Related Policies:	ADM 19 Community Consultation
Related Procedures/ Documents	Schedule 1- Consultation Levels <a href="#">LPP005 Attachment 1.docx</a>
Delegation Level:	CEO, Executive Officer, Development Services Officer
Adopted:	OM 22 April 2010
Resolution	
Reviewed:	

**SCHEDULE 1**

**Consultation Levels**

<b>FUNCTION</b>	<b>CONSULTATION LEVEL</b>
Local Planning Scheme Review	<b>4</b>
Local Planning Strategy Review	<b>4</b>
Management Plans	<b>4</b>
Structure Plans - Minor	<b>3</b>
- Major	<b>4</b>
Scheme Amendments - Minor	<b>3</b>
- Major	<b>4</b>
Development - 'P' Uses	<b>1</b>
Development - 'D' or 'A' Uses	
- where there are likely detrimental impacts to surrounding landowners	<b>3</b>
- where there is no likely detrimental impact to surrounding landowners	<b>2</b>
Local Planning Policies (new or modified)	<b>4</b>



<b>Policy Number:</b>	LPP 007
<b>Policy Type:</b>	Local Planning Policy
<b>Policy Name:</b>	<b>Special Rural and Special Residential Fencing Standards</b>
<b>Policy Owner:</b>	Chief Executive Officer

**Authority:** Shire of Nannup Local Planning Scheme No.3

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## **OBJECTIVES**

This policy aims to direct persons who wish to erect fencing in the areas zoned Special Rural and Special Residential under the Shire of Nannup Local Planning Scheme No.3 with a view to retaining a rural fencing theme.

## **DEFINITIONS**

### **Fence:**

An enclosure or barrier abutting a roadway, street or boundary line of adjacent property.

### **Location:**

This policy has effect on boundary fencing on Special Rural and Special Residential zoned properties only.

## **POLICY**

The minimum standard of boundary fencing permitted is as below:

1. All fencing of Special Rural lots are to comply with sub-clause 4.13.10.7 of the Scheme along with any relevant conditions set out in Schedule 12 of the Scheme.
2. All fencing of Special Residential lots are to comply with sub-clause 4.13.9.3 of the Scheme along with any relevant conditions set out in Schedule 13 of the Scheme.
3. Fences in are to be post and minimum of four (4) strand plain wire construction or post and ring lock or similar approved by the local government, at least 1 metre high, unless written approval from the local government has been received for a fence of a lesser standard.
4. Solid fencing such as super six or pickets is not permitted on boundaries.

5. When clearing fence lines abutting the local government's road reserve, persons undertaking the clearing are not to clear more than 2 metres into the road reserve from the surveyed property boundary. Road reserves are to be left free of all cleared material, which shall be contained, on the owner's property.
6. The use of electric fencing systems is permitted but not as a substitute for item 2 and suitable warning signs are to be placed in prominent positions on the fence at regular intervals on all boundary fences that are electrified. All electric fencing systems must be of a type approved by Western Power.
7. The electrification of barb wire fences is not generally permitted unless appropriately justified by the proponent and agreed to by the local government.
8. Owners of special rural properties shall ensure that the fence they construct is sufficient to contain the animals/stock on the property, and where the type of stock kept is varied through changing circumstances, the fence should be maintained to a standard suitable for the stock kept at that time.
9. Fencing should be designed to not impede the free flow of floodwaters for land identified as Flood Risk Land in the Scheme.

#### **Fencing Around Dwelling Buildings**

Solid fencing such as Netascreen®™, Super Six®™, timber pickets, stone or brick may be permitted in proximity to buildings where it will not affect the amenity of the area.

Related Policies:	
Related Procedures/ Documents	
Delegation Level:	CEO, Executive Officer, Building Surveyor Development Services Officer
Adopted:	OM 22 April 2010.
Resolution	
Reviewed:	

<b>Policy Number:</b>	LPP 008
<b>Policy Type:</b>	Local Planning Policy
<b>Policy Name:</b>	<b>Nannup Mainstreet Heritage Precinct</b>
<b>Policy Owner:</b>	Chief Executive Officer

**Authority:** Shire of Nannup Local Planning Scheme No. 3

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## **OBJECTIVE**

To guide the development within the defined heritage district to ensure that the existing character of the precinct is not diminished by development applications that does not reflect the Shire of Nannup's aspirations.

## **DEFINITIONS**

As contained within the attached guidelines.

## **POLICY**

The Nannup Main Street Heritage Precinct is defined within the attached document titled "Nannup Mainstreet Heritage Precinct Guidelines – Amended August 2008".

The objectives as outlined in the guidelines are to ensure all new developments and redevelopment within the Mainstreet Heritage Precinct should contribute positively to the heritage values and townscape quality of Nannup.

The guidelines outline the requirements to achieve the objectives and are an integral part of this policy.

The local government will also have regard to other Scheme requirements relating to the Heritage Area.

<b>Related Policies:</b>	LPP 019 Heritage Conservation
<b>Related Procedures/ Documents</b>	Nannup Mainstreet Heritage Precinct Guidelines – Amended August 2008 <a href="#">LPP008 Nannup Main Street Heritage Area LPP No. 8 Nov 2010.pdf</a>
<b>Delegation Level:</b>	CEO, Executive Officer, Building Surveyor, Development Services Officer
<b>Adopted:</b>	OM 22 April 2010.
<b>Reviewed:</b>	OM 28 October 2010 # 8482

<b>Policy Number:</b>	LPP 011
<b>Policy Type:</b>	Local Planning Policy
<b>Policy Name:</b>	<b>Development in Flood Risk Areas</b>
<b>Policy Owner:</b>	Chief Executive Officer

**Authority:** Shire of Nannup Local Planning Scheme No.3

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## OBJECTIVES

To restrict the subdivision of land within flood risk areas.

To limit more intensive development within flood risk areas.

## DEFINITIONS

### **Flood Risk Areas:**

Relates to that land as identified by the Department of Water as being within the '1 in 25 Average Recurrence Interval (ARI) Floodplain' and the '1 in 100 ARI Floodplain' as set out in the *Blackwood River Flood Study* or other flood risk land as advised by the Department of Water.

## POLICY

This policy applies to individual flood **risk** ~~prone~~ land within the district.

The local government will take a precautionary approach to flood risk.

The local government recognises there is a significant difference in allowing a house and an outbuilding (shed) on a historically created lot, which is completely in flood risk areas, compared to now creating additional new lots in the flood risk areas.

The local government does not support subdivision that will create further flood risk lots unless a suitable sized building envelope/suitable building area are located outside of the 1 in 100 ARI floodplain.

The local government seeks to ensure that new lots are both suitable and capable for the intended purpose.

The local government requires that applicants suitably demonstrate a site's suitability and capability for subdivision and associated development which includes addressing flood risk. This includes addressing matters set out in clause 6.2.1 of the Scheme.

The local government will have regard to the Scheme, relevant State Planning Policies, the *Blackwood River Flood Study*, information provided by the

applicant and as appropriate advice from the Department of Water to determine applications.

<b>Related Policies:</b>	
<b>Related Procedures/ Documents:</b>	
<b>Delegation Level:</b>	<b>CEO, Executive Officer, Building Surveyor, Development Services Officer</b>
<b>Adopted:</b>	<b>OM 09 June 1994</b>
<b>Reviewed:</b>	<b>OM 28 June 2001 OM 23 August 2001 OM 22 April 2010</b>

<b>Policy Number:</b>	LPP 012
<b>Policy Type:</b>	Local Planning Policy
<b>Policy Name:</b>	<b>Tourist Accommodation in Rural Areas</b>
<b>Policy Owner:</b>	Chief Executive Officer

**Authority:**

*Shire of Nannup Local Planning Scheme No.3*

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**OBJECTIVE**

To approve high quality tourist accommodation in the non-urban areas whilst conserving the rural character and primary production values of the District.

**DEFINITIONS**

Nil

**POLICY**

**Introduction**

With regard to the broad objectives of this Policy the following specific objectives for the approval of tourist accommodation are:

- 1) To minimise conflict between rural and non-rural landowners.
- 2) To establish suitable guidelines and controls for tourist accommodation to ensure that development approval does not become a basis for future unplanned urban development with consequent demands on the local government for additional services.
- 3) To establish suitable guidelines and controls for tourist accommodation outlining minimal infrastructure standards required by the local government for development approval to be granted.
- 4) To encourage links between tourist accommodation and established rural pursuits so as to diversify economic base and retain development at a low key nature.

As set out in Local Planning Scheme No.3, in particular in the Zoning Table or in the Schedules for certain land, various types of tourist accommodation can be considered in most zones.

**Guidelines for the Assessment and Approval of Tourist Accommodation**

In determining an application, the local government will consider matters set out in clause 10.2 of the Scheme along with Scheme provisions relating to the zone. Depending on the site, key matters include:

- traffic safety and impact;
- access from a suitably dedicated and constructed public road;
- servicing;
- environmental impacts;
- fire management and impacts;
- visual impacts;
- appropriate setbacks and buffers to other uses;
- capability of the land for agriculture and rural pursuits;
- capability of the land to accept the use, by reason of soil type and stability; and
- density and scale of the proposed development.

### **Standard conditions**

Standard conditions which will be imposed on Development Approvals for tourist accommodation are generally:

1. The preparation of plans to comply with the Building Code of Australia and the issuing of a Building Permit. Demonstration that satisfactory arrangement can be made for effluent disposal.
2. The design and materials of the tourist accommodation is to generally blend into the landscape of the area.
3. The position of access to the development on to the public road to be located in a position and of a standard satisfactory to the local government. This may require the dedication and upgrading of the public road to the satisfaction of the local government at the cost of the applicant.
4. Provision being made for fire protection to the satisfaction of the local government.
5. Tourist accommodation must be provided with a source of potable water for drinking and cooking purposes. Development applications should include preliminary details regarding the water source, storage and distribution conditions or treatment methods proposed.

### **Notes**

Prior to occupation of the tourist accommodation, evidence of water supply suitability must be provided. In most cases supporting evidence of chemical and microbiological sample analysis, conducted by a NATA (National Association of Testing Authorities) approved laboratory will be required to show compliance with current Australian drinking water guidelines. Further routine sampling may be required by the local government to ensure compliance with the *Health Act 1911*.

These are standard conditions and it is to be noted that additional conditions may be imposed on a development approval if there is a need to address a particular circumstance.

### **Rating**

If the development of tourist accommodation changes the predominant use of a lot from a rural agricultural base to a non-agricultural base the local government may change the rating of such a lot from Un-Improved Value to Gross Rental Value.

Related Policies:	LPP 004 Bed and Breakfast HLT 5 Bed & Breakfast LPP 020 Developer and Subdivider Contributions LPP 021 Bush Fire Management
Related Procedures/ Documents	
Delegation Level:	CEO, Executive Officer, Development Services Officer
Adopted:	OM 24 September 1992
Reviewed:	OM 22 February 1996 OM 22 April 2010.



Policy Number:	LPP 013
Policy Type:	Local Planning Policy
Policy Name:	<b>Car Parking and Vehicular Access</b>
Policy Owner:	Chief Executive Officer

## OBJECTIVES

The objectives of this Policy are to:

1. complement the car parking and vehicular access provisions of the *Shire of Nannup Local Planning Scheme No. 3 (LPS3)*;
2. establish guidelines that will achieve the construction of well-designed car parking areas including providing appropriate access, circulation and manoeuvrability conditions, providing an appropriate number and adequate size of car parking bays to meet the needs of new development, and ensuring vehicular and pedestrian safety;
3. set out the requirements and standards for the development of vehicle parking areas associated with developments and land uses;
4. set out design and general construction standards for car parking spaces and manoeuvring aisles appropriate to differing situations;
5. provide for the management and convenience of vehicle parking for all developments and land uses at a scale and to a standard consistent with the amenity of a progressive town and district;
6. clarify when sealed crossovers are required for new subdivision and development;
7. improve the level of amenity and visual appearance of residential, commercial, industrial and other areas of the municipality through site development requirements;
8. outline the opportunities and limitations for variations to car parking and access requirements; and
9. set out the circumstances where landscaping for parking areas will be a requirement of planning approval.

## DEFINITIONS

In this Policy, the following definitions apply:

“Agriculture zone” – includes the Agriculture, Agricultural Priority 1 – Scott Coastal Plain, Agriculture Priority 2, Cluster Farming and Coastal Landscape zones.

“AS 2890 - Australian Standard AS/NZS 2890.1.2004 – Parking Facilities – Part 1 – Off Street Car Parking published by Standards Australia in 2004 and reissued incorporating Amendment No 1 in August 2005 (and any associated updates).

“Car Parking” - the provision of off-street parking spaces for cars in accordance with LPS3 and this Policy.

“Crossover” - a constructed traffic way connecting a public road to the private property boundary that connects with the internal site circulation driveway, parking manoeuvring aisle or domestic driveway and which may carry one or two-way traffic.

“Gross Floor Area” – in relation to a building means the aggregate of the total floor area of each level of the building including the thickness of external walls but excluding the space set aside for car parking or access thereto.

“Kerbed” - parking areas or spaces around which a barrier kerb is constructed to provide support for the surface of the car park and/or to separate parking areas from footpaths, landscaped areas or other spaces not designed to carry vehicles.

“Lined Out” - the marking out of each car parking space by painted lines and/or contrasting paving inserts or other means to identify each bay or the corners thereof to guide users as to manner in which the car park is intended to be used and to show the limits of each bay. The term also applies to the provision of directional arrows on the sealed surface denoting the direction of traffic movement within the car park.

“Manoeuvring Aisle” - the area at the rear of each car parking space used to manoeuvre vehicles into and out of such spaces all of which combined comprise an access driveway providing access to the individual bays.

“Off-Site Parking” - the provision of car parking accommodation on a different lot to that on which the new development that gives rise to the need for the parking accommodation is to occur.

“R Codes” - the *Residential Design Codes* adopted by the Western Australian Planning Commission including any updates.

“Reciprocal parking” - where parking facilities serve separate uses or a mixed use development and the parking demand generated by the various uses do not coincide.

“Sealed” - the use of impenetrable surfaces such as sprayed bitumen (two coat seal), bituminous concrete (hot-mix or asphalt), in-situ concrete, paving bricks or blocks, or pea gravel seal on a compacted gravel base.

### **Application of the Policy**

This Policy applies throughout the municipality and will be applied to Planning Applications and Subdivision Applications.

This Policy applies to all developments including new development, alterations or extensions to existing development, new site uses, additional uses, extension of uses or change of uses as considered appropriate by the local government.

## **Links to Local Planning Scheme and other documents**

This Policy relates to various requirements set out in LPS3, the Shire of Nannup Local Planning Strategy, the R Codes and relevant Australian Standards.

The provision of onsite parking is a requirement of LPS3 for new development and for various changes in land use (especially if the proposed use is expected to increase the demand for car parking spaces and/or lead to increased traffic impacts). The number of car parking spaces to be provided in relation to a range of different land use types is set out in Schedule 11 of LPS3.

## **POLICY**

### **1. General**

No development shall be occupied or a use commenced on a lot unless and until the on-site vehicle parking areas, associated access driveways and the crossover/s, as set out in the Planning Approval, have been constructed and completed, and the parking bays clearly defined or marked out to the specification and satisfaction of the local government. The local government will support performance bonds to assist in enabling earlier occupation for the development and/or use.

There is a presumption in this Policy in favour of parking areas and crossovers being sealed and suitably drained. Unless otherwise set out in this Policy or approved by the local government, car parking spaces, vehicular manoeuvring areas and access ways are to be sealed for new development within the Nannup townsite and in urban zones e.g. the Town Centre, Mixed Use, Industry, Residential and Future Development zones and for the Special Use Zone (within and adjoining the Nannup townsite).

There is a presumption in this Policy for crossovers to be sealed onto sealed roads in the Nannup townsite and for land zoned Residential and Special Residential outside the Nannup townsite.

Except for a single house and certain group dwelling proposals, all car parking spaces should be designed so vehicles can enter and leave the site in a forward direction. Additionally, car parking should be designed so that both ingress and egress from each space can be achieved in one movement.

Tandem car parking is not supported for commercial or industrial development. Although generally discouraged, the local government may permit tandem parking in some forms of residential development.

An existing building extended, with or without a change of land use, may be required to comply, wholly or partly, with the provisions of this Policy. The local government shall determine the extent of car parking required in each

case, having regard to the degree of extensions and the nature of the altered land use.

Where redevelopment of an existing approved building is proposed, then the gross floor area of the existing building will be deleted from the gross floor area of the new building for determining additional car parking requirements (i.e. provided that existing parking bay numbers are retained, additional parking is only required for new floor space established). This provision is therefore not intended as a control or means to achieve retrospective provision of car parking to service an existing development, provided the land use remains the same (there is no intensification of car parking and traffic).

An applicant shall have regard, as appropriate, for the on-site provision of parking for owners/operators, staff, customers, people with disabilities, in addition to loading spaces and special purpose bays.

The local government may through issuing planning approvals or making recommendations on subdivision applications, require applicants to provide reciprocal rights of access to facilitate parking and access arrangements with adjoining owners.

Where a Planning Application proposes access to a road under the control of Main Roads Western Australia (which means the State Government's lead agency that is responsible for managing highways and the primary road network should it be renamed), the location and standard of access are to be to the satisfaction of the local government and Main Roads Western Australia.

Stormwater from impervious surfaces is to be designed and managed in accordance with the *Decision process of stormwater management in Western Australia* (DoW 2009) using systems as outlined in the *Stormwater management manual for Western Australia* (DoW 2007-2009)

## 2. Location and Availability

In most situations, car parking will be provided on-site. On-site car parking should be situated in locations readily accessible to staff, clients, residents and visitors, as the case may be to the satisfaction of the local government.

The number of on-site car parking spaces required to be provided for a particular development/use is set out in Schedule 11 of LPS3 or in the R Codes. The local government reserves the right to define a car parking requirement for uses not detailed according to the merits of the particular development proposed.

Unless otherwise set out in LPS3, premises and/or proposals with more than one use will be determined on the basis of the floor area for the use.

Unless otherwise set out in LPS3, the car parking standard to be applied by the local government is gross floor area.

### 3. Residential Development

The R Codes, adopted into LPS3, specify parking and access requirements for residential development together with the requirement to provide landscaping for parking areas where the number of parking bays is 6 or more.

The local government will require compliance with the 'deemed-to-comply' provisions or will provide a discretionary decision based on the 'design principles' of the R Codes. ~~The local government will require compliance with these standards.~~

The R Codes stipulate that provision be made on-site for vehicles to be able to leave a residential site without reversing onto the street where the driveway serves five or more dwellings.

For land subject to the R Codes, garages and carports are to be sited in accordance with the 'deemed-to-comply' provisions or the local government will provide a discretionary decision based on the 'design principles' of the R Codes. ~~In the Residential Zone and in areas classified as "Residential" in the Special Use Zone or in the Future Development Zone, all resident car parking areas should generally be located behind the building line. Visitor car parking will be considered in front of the building line, but only where suitable landscaping will screen the car parking and there will be no adverse effects on streetscape or traffic movement.~~

All parking for residential development, whether free-standing or as a component of retail/commercial development, shall be provided on-site.

### 4. Non-Residential Development

LPS3 sets out the provision to be made for parking for various non-residential land uses. Except as otherwise provided in LPS3 and this Policy, the local government will expect compliance with these standards.

In the Town Centre and Mixed Use Zones, except for resident car spaces and staff car spaces expressly agreed to by the local government, all car parking areas must be freely available to the general public. Closure of car parks, at certain times, for reasons of security or other agreed reasons may be approved by the local government.

In the Nannup town centre, preference is given to creating a continuous commercial facade fronting the street (usually with a nil/zero setback from the front property boundary) making the use of the rear part of the site, behind the building, suitable for parking. Where rear service lanes are available, this arrangement is particularly convenient. Unless constrained by existing development, the local government expects that car parking will be located at the rear of commercial lots where a lot adjoins a service lane.

In the Town Centre and Mixed Use Zones, the local government will require the loading and unloading areas for new development to be designed to

ensure that loading/unloading occurs on-site (not on the street) and vehicles are able to exit and re-enter the street both in a forward gear.

In the Industry Zone, where front setbacks are normally applied, parking areas combined with site landscaping can be provided close to the street for the convenience of visitors, customers and employees.

In the cases of uses not included in Schedule 11 of LPS3 or where requested by the applicant, the local government will determine the number of parking spaces to be provided in each case having regard to:

- the nature of the proposed use;
- the number of employers and employees likely to be employed or engaged with the proposed use of the land;
- the likely demand for visitor parking;
- the orderly, proper and sustainable planning of the area in which the development is to occur;
- the times of peak usage and opportunities to share parking; and
- any other matter considered relevant by the local government.

#### 5. Loading and Unloading Spaces

In addition to the provision of car parking spaces, the local government may also require loading and unloading to be provided on the subject land, where goods need to be despatched from or delivered to the premises by truck. The local government may require the provision of these spaces to be marked exclusively for the use of delivery and services vehicles.

Loading bays should be situated such that commercial vehicles can be positioned wholly within the bay when loading and that loading activities can occur without undue disruption to, or access to, other car parking spaces.

Parking dimensions for trucks and buses should be determined by using the swept path templates as appropriate.

The minimum dimensions to be provided for a sealed loading and unloading area should be at least 7 metres long and 3.5 metres wide with a minimum height clearance of 3.5 metres. Depending on the anticipated length of heavy haulage vehicles, the dimensions may need to be greater to ensure usability.

#### 6. Special Purpose Bays

In addition to the provision of car parking spaces, the local government may where relevant require the provision of:

- areas for parking of vehicles for people with disabilities;
- parking bays marked exclusively for the use of motor cycles, delivery and services vehicles, taxis, buses, coaches, courier services and for other relevant forms of motorised transport; and
- bicycle racks to promote sustainable transport.



All disabled parking bays are to be designed and constructed in accordance with *AS2890.1 – 1993 Carparking – Appendix C – Guidelines for the Provision of Parking Spaces for People with Disabilities* (or any updates).

The local government will determine the number of special purpose bays to be allocated for vehicles listed above and bicycles racks depending on the nature of the development.

## **7. Off-Site Parking**

Where parking cannot be provided on the lot the subject of the Planning Application, but where an opportunity exists to provide the required parking on adjoining or nearby land, the local government will consider whether or not to approve such an arrangement.

The prerequisite to any such arrangement is that the proponent of the development that gives rise to the need to provide parking:

- has control over the land (which is not the subject of the Planning Application);
- can set in place legally binding provisions that will ensure that the land will continue to be available for parking while the development operates and/or in perpetuity; and
- will enter into a legal agreement with the Shire to maintain the land for parking purposes and not to sell, lease or otherwise dispose of the land unless other equivalent provision is made elsewhere to the satisfaction of the local government.

The local government may be prepared to accept car parking on adjoining or nearby land in the same ownership, provided that the adjoining or nearby land is:

- appropriately zoned; and
- amalgamated with lands the subject of the proposed development; or
- subject of appropriate title restrictions to ensure its continued availability for the car parking use.

Specific local government approval is required for any such arrangement. Applicants are required to provide relevant information for planning approval under LPS3 setting out the full details of the way in which the above requirements will be met. The costs of preparing and adopting legal agreements under this provision will be borne by the applicant.

## **8. Cash-in-lieu of Car Parking**

Clause 5.5 of LPS3 sets out the method of calculation of cash-in-lieu payments for car parking and vehicular manoeuvring. In summary, the payments relate to what it would have cost in terms of the land value along

with sealing and draining the car parking spaces and vehicular manoeuvring areas.

The local government may accept a cash-in-lieu payment, in lieu of the provision of that required number of parking spaces and vehicular manoeuvring within any zone. Realistically, it is only expected that a cash-in-lieu payment would apply in the Town Centre Zone or the Mixed Use Zone. The local government will consider cash-in-lieu of parking spaces on the lot as set in clause 5.5 of LPS3. Additionally, the applicant should demonstrate to the satisfaction of the local government that:

- the minimum vehicle parking requirements cannot reasonably be provided on the site, or
- in the interests of the town centre development, it would be better served by providing a portion or all of the vehicle parking requirement off site; and
- the surrounding parking facilities can accommodate the parking demand generated by the development to the satisfaction of the local government. This may require the preparation of a traffic/car parking management study by a suitably qualified professional.

Should the local government accept a cash-in-lieu payment, the following applies:

- the payment is not less than the estimated cost of constructing (sealing) and draining the car parking spaces and vehicle manoeuvring areas required by LPS3, R Codes or as determined by the local government, plus the value of the land which would have been occupied by the area required for parking and vehicular manoeuvring areas. Land values are determined through valuations provide by Landgate or by a licensed valuer at the developer's cost;
- the local government having purchased land for a car park, or having provided a public car park in close proximity, or have a firm commitment to do so; and
- payments made under this clause being paid into a special fund to be used for the provision of public car parking facilities and the local government using these funds to provide public car parks, including on-street and off-street, in the vicinity of the land in respect of which the parking requirement arose (typically in the Nannup town centre).

The local government can set cost per car parking bay is set out in the local government's annual review of land value in its adopted Fees & Charges Manual (although this generally will not include vehicular manoeuvring areas).

Where desirable to facilitate the conservation of a heritage place, or to enhance or preserve heritage values of a place included on the Municipal List or within a Heritage Precinct, a cash-in-lieu payment may be provided up to a maximum of 100% of the car parking and vehicular manoeuvring costs.



The local government will consider options from the proponent to offset costs and partially meet off site car parking requirements, such as the proponent constructing the bays itself on local government land and/or reserves subject to the location and the detailed design being approved by the local government.

#### **9. Reciprocal Parking**

The local government may consider reciprocal parking arrangements where it is convinced that the demand for parking by the uses proposed will not coincide. This is where the applicant can suitably demonstrate that various uses, within a single property, or where justified in adjoining or nearby properties, operate at different times of the day/evening or different days of the week, such that the same parking areas can be used by more than one land use. Any such relaxation will be dependent upon the local government being satisfied that the arrangement will prevail for the duration of the uses concerned.

Where reciprocal parking is proposed, the local government must be satisfied that:

- the parking facilities serving the proposed uses will be located on the one lot, or that parking arrangements are permanent (e.g. legal agreement, easement, registering appropriate caveats on title or any other formal arrangement that the local government may require); and
- parking demand in the immediate and long term can be satisfied; and
- no conflict will occur in the operation of the land uses for which the joint use of parking facilities is proposed; and
- the uses being served by the parking arrangements are compatible (i.e. no overlap demand for parking facilities).

If land uses change, such that the parking area is in demand at the same time, then the local government may require revised parking arrangements to meet the changed circumstances to the satisfaction of the local government.

#### **10. Modifying Development Standards and Requirements for Parking**

Where, in the opinion of the local government, conditions are such as to render full compliance with the provisions of this Policy impractical, the local government may permit such departures as are considered to be warranted in the circumstances of the case.

Clause 5.6 of LPS3 allows the local government to modify the requirements of LPS3, including car parking standards, but may only do so where it is fully satisfied that:

- approval of the proposed development would be consistent with the orderly and proper planning of the locality and the preservation of the amenities of the locality; and

- the non-compliance will not have any adverse effect upon the occupiers or users of the development or the inhabitants of the locality or upon the likely future development of the locality.

In order for the local government to consider whether to modify a car parking requirement, it must determine that the above matters are met. It is also incumbent upon the local government to ensure that it acts in fairness and equity between land owners and does not set an unreasonable precedent for similar applications from others.

Given the above, the local government will require the proponent to appropriately justify modifications to development standards and requirements for car parking provision.

The local government considers that the availability of adjoining and/or nearby on-street parking does not in itself constitute a reason to vary the Policy given circumstances and demands will change over time.

#### 11. Dimensions for Parking Spaces, Manoeuvring Aisles and Access Driveways

The dimensions for parking bays and manoeuvring aisles in differing locations are set out in AS 2890 and Austroads Part 11 (February 2008) and any associated updates. To provide general guidance to prospective developers and applicants, a table and diagram of parking spaces and manoeuvring areas are found in Attachments 1 and 2 to this Policy.

For more specific information, proponents of new development proposing a small number of car parking bays (usually less than 10) should contact the Shire to determine the dimensions that should be used for the parking and access in their particular instances to ensure compliance. For larger car parking areas, proponents are encouraged to seek professional design services.

The dimensions detailed in this Policy are generally minimum requirements. Individual circumstances may require the use of dimensions different from those specified in order to provide satisfactory access, manoeuvrability conditions e.g. topography or the provision of special purpose bays.

#### 12. Construction Standards for Parking Areas

There is a presumption in this Policy in favour of all parking areas being sealed, drained and line-marked to the satisfaction of the local government. With the exceptions set out below, all car parking areas, access driveways and crossovers will be required to be sealed, drained and as appropriate lined-marked or suitably defined to the satisfaction of the local government. The exceptions are parking for:

- development in Agricultural zones, the Special Residential Zone, the Special Rural Zone and other non-urban zones (although there is a requirement to seal crossovers that access sealed public roads);
- areas used for parking, circulation and manoeuvring of vehicles on Industry zoned land other than those areas required for customer parking, associated access ways and crossovers; and
- a single dwelling in the Residential Zone or areas classified as "Residential" in the Special Use Zone.

Car parking situated in yard areas or generally behind the front building line within the Industry Zone may be constructed to a suitable non-sealed standard e.g. gravel, subject to dust and drainage being effectively controlled. All car parking bays within front setbacks and/or associated with public use and/or showroom/front office use should be sealed and drained to the local government's satisfaction.

All car parking, vehicle access ways, loading and unloading bays and turning and manoeuvring areas in the Town Centre Zone and the Mixed Use Zone shall be sealed and drained to the specification and satisfaction of the local government.

Sealed car parking and vehicular access are required for home businesses and commercial uses in the Residential Zone or areas classified as "Residential" in the Special Use Zone.

Draining car parks may involve the provision of a sump connected to the local government's main drainage system or other arrangements to the satisfaction of the local government. The drainage design should seek to treat and detain water on-site so that as much water as possible will soak into the ground, with any surplus water being piped or directed off-site. The drainage shall not be connected to the local government's main drainage without the written authorisation of the local government and shall be constructed to the local government's satisfaction and standards.

Staff, resident and visitor car parking should be appropriately marked and/or signposted to the satisfaction of the local government.

For more detailed requirements on the construction of parking areas and width and construction of crossovers, these are set out in the adopted *Guidelines for Subdivisional Development* prepared by the Institute of Public Works Engineering Australia.

### 13. Pedestrian Movement between Parking Areas and Buildings

The local government will seek to ensure there are safe and convenient routes for pedestrians, including disabled persons, between car parks and buildings on each development site.

### 14. Vehicular Access/Crossovers

The local government requires that points of entry to and exit from properties/car parking areas onto the street suitably address the safety of all road users, road geometry, sight lines and visibility. The respective positions of street furniture such as poles, street lamps and street trees will also be taken into account.

The width of any such access ways/crossovers will be determined by matters including the numbers of vehicles proposed within the car park and the frequency of movements into and from the land in accordance with AS2890. Generally, crossovers will be required to accommodate simultaneous traffic movements into and out of the land.

Unless appropriately justified by the applicant and agreed to by the local government, parking areas should generally be designed to enable a vehicle to manoeuvre within the site. An exception is where no more than two vehicles bays are provided and where there are safe sight distances in both directions.

The local government will require crossovers to be suitably located (to maximise sight distances and safety), constructed and drained. Any gates and fencing are to be suitably located and designed to ensure there are sufficient areas to enable vehicles to park in the crossover and/or on the property without impeding traffic or compromising safety onto the adjoining road.

Where new development is proposed, the local government will require sealed crossovers onto existing sealed roads:

- within the Nannup townsite;
- for land zoned Residential and Special Residential outside the Nannup townsite; or
- for major development, in the opinion of the local government, **and for commercial development** outside of the Nannup townsite.

The above applies unless the proponent demonstrates exceptional circumstances to the satisfaction of the local government.

The local government will not require crossovers to be sealed for minor development from sealed roads in the Special Rural Zone and for areas outside the Nannup townsite, although there is a requirement for the crossover to be suitably located, constructed, drained and maintained.

If the road is gravel, the local government will allow an unsealed crossover which will need to be constructed and drained to the local government's satisfaction.

A vehicular driveway (ingress and/or egress) should:

- be located such that any vehicle turning from the street into the driveway or into the street from the driveway can be readily seen by the

- driver of an approaching vehicle and be clear of all obstructions which may prevent drivers from having a timely view of pedestrians/cyclists;
- have separate entry/exit if it is likely that it will be used simultaneously by vehicles both entering and leaving the site and obstruction to traffic in the street could occur;
- be located to the street with the lowest traffic volume; and
- be at least 6 metres from an intersection.

Road safety and turning radii will be taken into account in deciding the position of a crossover.

Dual crossovers should be provided, wherever possible and practical.

Crossovers/access to main roads are required to be located, designed and constructed to the specifications and satisfaction of Main Roads Western Australia.

The access way should be not less than 4 metres in width, but if the size or shape of the lot makes the provision of any access way of that width impractical or unreasonable, the local government may permit a narrower access way but in no case less than 3 metres in width.

Where laneway access is provided to the rear of a site in the Town Centre or Mixed Use Zones which is not sealed, this is to be generally upgraded through new development and subdivision to provide an effective servicing function. This should be read in conjunction with *Local Planning Policy No. 20 Developer and Subdivider Contributions*.

Where there is conflict between a proposed crossover and public utilities services, such as drainage pits and structures, services inspection pits, power or light poles, traffic medians and street trees, the local government may set the position of the crossover access onto the road, require its construction and/or repair and maintain the crossover as provided for under Schedule 9.1 (7.2) of the *Local Government Act 1995*.

Any alterations for the removal/relocation of the conflicting public utilities will be at the owner's cost and subject to the approval of the service authority concerned.

Owners/designers are advised to take into account local government services, public utility services and street trees.

The Council will contribute (or subsidise) half the cost of a standard crossover up to a maximum of \$800 (one crossover to a property) or as set by the Council's adopted Fees and Charges. This is subject to the crossover being deemed by the local government to conform to the local government specifications. This is subject to the following:

- the subsidy applies to only one crossover per lot;

- proponents must make application for their crossover in writing to the local government and gain necessary approval/s for the location and design prior to any works being undertaken;
- the subsidy is claimed within 6 months of completion of the crossover;
- the local government will not meet the cost of culverts, alteration to services or tree removal;
- reconstruction of an existing crossover to a property will not attract a subsidy;
- applicants/landowners who received planning approval incorporating a condition relating to constructing or upgrading a crossover are not eligible for a subsidy; and
- subdividers are not eligible for a subsidy for freehold (green title) or strata title lots.

As required, the crossover subsidy rates will be set annually by the local government through its adopted fees and charges.

The landowner is responsible for the maintenance of crossovers to the satisfaction of the local government.

The local government will request, where considered appropriate, that the Western Australian Planning Commission impose a condition requiring the subdivider to construct crossovers prior to the clearance of titles. In particular, the local government will require that crossovers are sealed where the crossover accesses a sealed road, and/or suitably constructs/upgrades a crossover where access is from an unsealed road. The local government will seek to ensure crossovers are appropriately located and constructed by subdividers.

#### 15. New public roads created through subdivisions

Where a subdivider proposes to create a new public road, the local government will require the road to be suitably designed by a professional engineer and then suitably constructed and drained to the satisfaction of the local government. The road is to be consistent with the *Guidelines for Subdivisional Development* prepared by the Institute of Public Works Engineering Australia and/or *Liveable Neighbourhoods*.

Where the proposed lots are 3.99 hectares or less, the road/s need to be suitably sealed and drained by the subdivider to the satisfaction of the local government.

For lots that are between 4 and 9.99 hectares, the local government will require that a sealed road is provided where more than 5 lots are created. For lots that are between 4 and 9.99 hectares, where 4 or less lots are created or have the potential to be created from the road, the local government will consider unsealed roads unless there is steeper topography or other ground conditions that create safety issues and/or higher levels of on-going maintenance.

For lots that are 10 hectares or more, the local government will accept unsealed roads.

#### 16. Battleaxe access legs

The local government will require sealed battleaxe access legs for lots in the Town Centre and Mixed Use zones and generally in the Industry, Residential, Future Development zones and for the Special Use Zone (within and adjoining the Nannup townsite) unless suitably justified by the applicant to the satisfaction of the local government.

The local government supports unsealed battleaxe access legs in other zones provided they are designed and constructed to enable year round access by two-wheel drive vehicles.

#### 17. Landscaping Parking Areas

Car parking areas, particularly large parking lots, can be unattractive. The provision of landscaping can assist to reduce visual impacts. The use of shade trees and landscaping strips can assist provide visual relief from extensive areas of bitumen, or other forms of sealing or construction agreed to by the local government.

The local government will require that car park design and construction include adequate provision for suitable landscaping. This could include screen, feature and shade trees and shrubs as appropriate to the satisfaction of the local government.

In residential areas, the R Codes require landscaping proposals to be implemented where parking areas accommodate six or more vehicles.

For commercial and industrial developments in the Industry Zone, the local government will require at least 5% of the site area to be landscaped. The purposes of this landscaping are to:

- soften the impact of development;
- screen parking and other visually unattractive areas from view from the street; and
- improve the streetscape.

The local government will normally require the landscaping to be provided along the street frontage (as a minimum) to act as a screen for parking areas where they are located within the front setback.

Where an individual open car park contains 10 or more parking bays for a non-residential use, one parking bay in 10 shall be set aside and planted with trees and/or shrubs to provide shade and visual relief.

#### 18. Implementation



The local government may require the lodgement of performance guarantees/bonds against the satisfactory construction, completion and establishment of car parking areas, vehicular access, crossovers and associated landscaping. To achieve effective implementation of planning conditions, the performance guarantee/bonds are to be paid prior to the issue of a Building Permit for new/expanded buildings or prior to occupation for a change of use.

The amount of the bond will be determined by the local government and can be set in its annual fees charges.

Crossover construction or reconstruction may be required as a condition of subdivision, development and/or as a condition of issue of Building Permit where it is deemed by the local government that the work is necessary.

The local government may construct the crossover, if not constructed by the owner/agent within 6 months of practical completion or occupation of the building, for which payment of a crossover bond has been made. Where the local government carries out the construction, the owner may not claim a subsidy.

## **ADMINISTRATION**

### **Application Requirements**

Applications for Planning Approval for new development should provide, in addition to the details of the proposed development, a plan/s at a suitable scale with dimensions shown, which sets out for the entire lot the subject of the application, the following:

- the area to be or already covered by buildings or other structures;
- details of land to be allocated to car parking and other parking;
- details of the position of all access driveways and access crossovers;
- details of pedestrian movement systems between the car park and the building/s; and
- areas to be provided for landscaping and shade trees.

In giving consideration to a Planning Application, the local government will require the applicant to:

- clearly indicate on the application form the type of land use that will operate from the land;
- the number of persons to be employed / involved in the operation of the land use; and
- other matters set out in this Policy.

Based on the above information, the local government as part of its development assessment will set out or estimate the expected parking needs of the proposed land use/development.



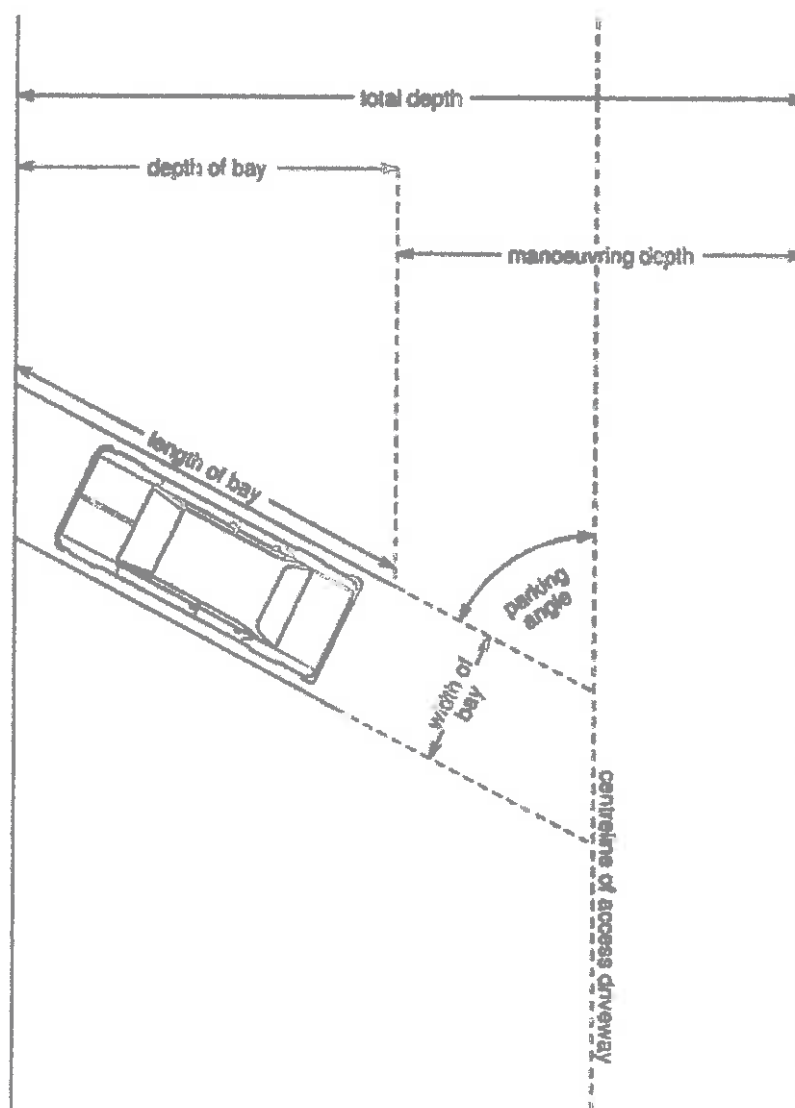
Related Policies:	LPP 020 Developer and Subdivider Contributions WRK 7 Crossovers
Related Procedures/ Documents	
Delegation Level:	CEO, Manager Infrastructure, Executive Officer, Building Surveyor, Development Services Officer
Adopted:	
Reviewed:	28 November 2013 Res.9046

### Attachment 1 - Parking dimensions

Parking Angle	Width of Bay (m)	Length of Bay (m)	Depth of Bay (m)	Minimum Manoeuvring Depth (m)	Minimum Total Depth (m)
(a) One-Way Access					
90°	2.6	5.5	5.5	5.9	11.4
75°	2.6	5.5	6.0	5.3	11.3
60°	2.6	5.5	6.1	5.0	11.1
45°	2.6	5.5	6.1	3.6	9.7
30°	2.6	5.5	4.8	3.3	8.1
00° (parallel parking)	3.0	6.7	3.0	3.0	6.0
(b) Two-Way Access					
90°	2.6	5.5	5.5	6.0	11.5
75°	2.6	5.5	6.0	6.0	12.0
60°	2.6	5.5	6.1	6.0	12.1
45°	2.6	5.5	6.1	6.0	12.1
30°	2.6	5.5	4.4	6.0	10.4
00° (parallel parking)	3.0	6.7	3.0	6.0	9.0

## Attachment 2 - Explanatory figure for parking

Explanatory Figure for Parking



<b>Policy Number:</b>	LPP 015
<b>Policy Type:</b>	Local Planning Policy
<b>Policy Name:</b>	<b>Dedication of Road Access</b>
<b>Policy Owner:</b>	Chief Executive Officer

### **Authority:**

Local Government Act 1995  
Land Administration Act 1997  
Shire of Nannup Local Planning Scheme No. 3

### **Objectives:**

1. To outline the criteria to guide the local government when considering applications from members of the public, government agencies or elected members to dedicate road access to privately owned land;
2. To determine the road safety standard required for any proposed dedicated road to be constructed or upgraded to achieve;
3. To clearly define the local government's responsibility and obligations in regard to any proposed road dedication in respect to future road construction/upgrade timeframes and subsequent maintenance frequency; and
4. To determine whether any costs associated with future construction/upgrading are to be met by the landowner/s, other bodies or by the local government (or a combination of some or all), and the extent of any such contribution.

### **Background:**

The Shire of Nannup has numerous un-dedicated tracks that have been used to gain access to private property through areas of State Forest or other Crown reserves. These tracks are little more than narrow tracks that have not been properly designed or constructed to contemporary road construction standards and often have been used as firebreaks or fire access tracks by the Department of Parks and Wildlife (DPaW) in the past.

There are also situations within the Shire of Nannup where road access has been provided to privately owned land by way of a "right of carriageway" easement through crown land negotiated between the private landowner and (usually) the Executive Director DPaW (previously the Conservator of Forests,

Forests Department or the Executive Director Department of Conservation and Land Management).

These “rights of carriageway” or “private roads” entitled landholders access through areas of State Forest or Crown land under the control of DPaW. A “right of carriageway” does not always constitute a public road therefore access is technically restricted to the landowner named in the easement.

There are also instances within the Shire of Nannup where historically created lots are “land locked” and do not have direct access to a public gazetted road and other historically created lots do not have access to a constructed public road.

### **Policy Statement**

#### **1. Local Government Involvement in the Dedication Process:**

- a. The local government will not generally become involved with any request for the dedication of an access track other than when associated with realignment, closure or extension to an existing dedicated road reserve.
- b. The local government will only give consideration to an application for the dedication of a track/access as a “road” when the following conditions have been met:
  1. The proponent/s provides written agreement to the proposal from all affected landowners/land managers (including DPaW). DPaW generally will not consider supporting a proposal which results in the loss of land it manages, so there is usually the requirement for a land swap.
  2. All landowners that the proposed dedicated road will benefit, have agreed to pay all costs incurred during the dedication process including:
    - a. costs incurred to have prepared a Risk Assessment Report of the proposed road dedication to determine the required design required to ensure that the road will be safe for the public to use if dedicated;
    - b. costs associated with the subdivision/amalgamation of private land ceded to create the road reserve;
    - c. costs associated with compensation for land ceded; and
    - d. costs associated with undertaking the survey and lodgement of survey documents with the Department of Lands for registering the new dedicated road.
  3. All landowners provide the local government with a written agreement that all upgrading/construction costs required to meet

the safety requirements identified as a result of the Risk Assessment Report will be met by the landowners in full.

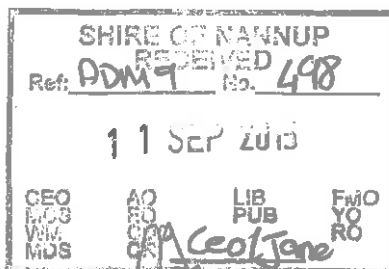
2. **Landholder Responsibility:** Where a property is not serviced by a dedicated road access, all costs incurred to maintain access remains the responsibility of the respective landowner and the local government will not provide any assistance for maintenance or upgrading unless the landowner engages the services of the local government under a "Private Works" contractor basis and pays the full cost of any such work. Where the access track traverses DPaW lands any maintenance works undertaken by the local government will be in accordance with the local government Policy WRK.8 Maintenance of DPaW Access Tracks.
3. **"Public Good" Road Dedications:** the local government will only progress an application for dedicated road access when the local government is of the opinion that is a "public good" in the following circumstances:
  - a. When the proposal is in accordance with *Shire of Nannup Local Planning Scheme No. 3* and the Local Planning Strategy; and
  - b. The proposal will result in the improvement of the local government's road infrastructure; and
  - c. The proposal will be of benefit to the wider community and meet community requirements under the Scheme or Strategy.

Related Policies:	WRK 8 Maintenance of DPaW Access Tracks LPP 020 Developer and Subdivider Contributions
Related Procedures/ Documents	
Delegation Level:	CEO
Adopted:	OM 28 October 2010 # 8483
Reviewed:	



Government of **Western Australia**  
Department of **Planning**

Your Ref: ADM9  
Our Ref: DP/13/00253/1  
Enquiries: Daniel Naude



Chief Executive Officer  
Shire of Nannup  
PO Box 11  
NANNUP WA 6275

Dear Sir

## OMNIBUS POLICY REVIEW

Reference is made to your letter dated 1 July 2015 regarding the above.

Firstly, thank you for the opportunity to comment on the above-mentioned draft Local Planning Policies (LPP). The Department provides the following advice in relation to the revised policies which affect the WAPC's interest.

### LPP 001 - Cut & Fill and Retaining Wall

The R-Codes outline 'deemed-to-comply' provisions in relation to the above which prevail to the extent of any such inconsistency. It is recommended that the policy wording be amended to articulate this aspect to ensure that development which complies with the 'deemed-to-comply' provisions, or any variations to the R-Codes permitted by the Scheme, is exempt from the need to obtain development approval ((refer regulation 61 of the *Planning and Development (Local Planning Schemes) Regulations 2015*)(the Regulations)).

The Shire may consider, if desirable, to amend the policy to distinguish between areas subject to the R-Codes and non-coded areas where the Shire's local planning policy provisions will be applied and/or include a provision stating that the policy provisions will assist to guide the local government's decision where development requires the decision-maker's discretion under the 'design principles' of the R-Codes.

In relation to the above, the Department recommends that the policy be amended to more clearly articulate the role of the WAPC, as the final decision maker, in relation to matters concerning subdivision.

### LPP 004 - Bed & Breakfast

Consider modifying the B & B definition in the **Scheme** to reflect the new Regulations definition, as this provides greater clarity concerning the number of rooms.

## **LPP 05 - Consultation**

Consultation procedures should be reviewed, if necessary, to ensure consistency with provisions outlined in the 'deemed provisions' in the Regulations including, but not limited to, clauses 18 ('Interpreting zoning table'), 64 ('Advertising applications') and 66 ('Consultation with other authorities') with due regard to cl. 67 ('Matters to be considered by local government').

## **LPP 013 Car Parking and Vehicular Access**

### 'Section 3 Residential Development'

The 'deemed-to-comply' provisions of the R-Codes permit car ports and garages to be constructed within the street setback area and the policy should be amended accordingly.

If you have any queries regarding the above comments, please don't hesitate to contact Daniel Naude on 9791 0585.

Yours sincerely



Neil Fraser  
Planning Manager, Statutory Planning  
South West Planning

8 September 2015



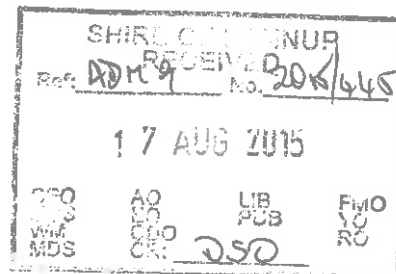


Government of **Western Australia**  
Department of **Environment Regulation**

ADM 9  
Your ref: ADM 9  
Our ref: 2015/000011  
Enquiries: Teresa Gepp  
Phone: 6467 5383  
Email: [advice.coordinator@der.wa.gov.au](mailto:advice.coordinator@der.wa.gov.au)

**E-MAILED**  
TO ST 18/8/15

Mr Peter Clarke  
Chief Executive Officer  
Shire of Nannup  
PO Box 11  
NANNUP WA 6275



*Attention: Jane Buckland*

Dear Mr Clarke

### **MODIFICATIONS TO VARIOUS LOCAL PLANNING POLICIES**

I refer to the letter dated 29 June 2015 inviting comment from the Department of Environment Regulation (DER) on a range of various local planning policies.

DER is reviewing its roles and responsibilities and its involvement in statutory and strategic land use planning processes. This review is occurring to ensure that the Department's resources are efficiently and effectively targeted to core statutory roles and functions. In this instance DER has not undertaken a review of the local planning policies and has no comment.

Where required, DER will provide input at subsequent stages of planning in reference to the Department's regulatory responsibilities under the Environmental Protection Act 1986 and the *Contaminated Sites Act 2003*.

Should you wish to discuss any aspects of this correspondence please contact Teresa Gepp, DER's Planning and Advice Coordinator, on 6467 5383.

Yours sincerely

  
Jason Banks  
DIRECTOR GENERAL  
10 August 2015



Government of Western Australia  
Department of Parks and Wildlife  
Regional Services Division

ADN19  
Your ref: ADM 9  
Our ref: PRS 38139 2006/003720  
Enquiries: Tracy Teede  
Phone: 08 9725 4300  
Fax: 08 9725 4351  
Email: swlanduseplanning@dpaw.wa.gov.au

**E-MAILED**  
10/8/2015

Chief Executive Officer  
Shire of Nannup  
PO Box 11  
NANNUP WA 6275

SHIRE OF NANNUP			
RECEIVED			
Ref: ADM 9	No. 437		
13 AUG 2015			
CEO MCS VWA MPS	AO CDO BRI	LIR PJB 60/Jan	FMO YO RO

ATTENTION: Planning Unit

#### MODIFICATIONS TO VARIOUS LOCAL PLANNING POLICES

In response to your correspondence regarding the above application, the Department of Parks and Wildlife (Parks and Wildlife) has assessed the proposal and has no objections to the application.

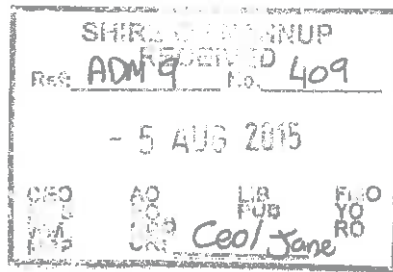
Parks and Wildlife trusts that environmental planning issues including those not specifically referred to in this letter will be appropriately managed through the planning system.

Thank you for the opportunity to comment on this application. Please contact Tracy Teede at the Parks and Wildlife's South West Region office if you have any queries regarding this advice.

For Regional Manager

10 August 2015

South West Region  
South West Highway, Bunbury WA 6230  
Phone: 08 97254300 / Fax: 08 97254351  
PO Box 1693, Bunbury, WA 6230  
www.dpaw.wa.gov.au



Your reference: ADM9

Our reference:

Enquiries: Leon van Wyk  
3 August 2015

Chief Executive Officer  
Shire of Nannup  
PO Box 11  
NANNUP WA 6275

Dear Sir

**COMMENT: MODIFICATIONS TO VARIOUS LOCAL PLANNING POLICIES**

Thank you for the opportunity to comment on the modifications to various Local Planning Policies.

The Department of Agriculture and Food WA (DAFWA) determined that only LPP 12 – 'Tourist Accommodation in Rural areas' is relevant to agriculture. DAFWA does not object to the proposed modifications of LPP12 as this policy aims to conserve the primary production values of the area, while aiming to minimise the possibility for land use conflict.

I trust these comments inform your decision on this matter. If you have any queries regarding the comments, please contact Leon van Wyk at (08) 9780 6171 or [leon.vanwyk@agric.wa.gov.au](mailto:leon.vanwyk@agric.wa.gov.au).

Yours sincerely

Neil Guise  
Regional Director  
Southern Region

E-MAILED  
to ST 10315



WESTERN AUSTRALIA

Our Ref: D15/5008  
Tourism WA File: IPD/1116

Your ref: ADM 9 and RES24762

SHIRE OF NANNUP			
RECEIVED			
Ref:	Res 24762	No.	371
ADM 9			
20 JUL 2015			
CEO	AO	LIB	FMO
MCS	EO	PUB	YO
WM	CDG		RO
MDS	GRI	Ceo/Sane	

2 Mill Street  
PERTH WA 6000

GPO Box X2261  
PERTH WA 6847

Telephone +61 8 9262 1700  
Facsimile +61 8 9262 1702

info@tourism.wa.gov.au

tourism.wa.gov.au

Mr Peter Clarke  
Chief Executive Officer  
Shire of Nannup  
PO Box 11  
NANNUP WA 6275

Dear Mr Clarke

**Modifications to Various Local Planning Policies and Planning Application Lot 555 Balingup Road Nannup (RES24762)**

Thank you for referring the above to Tourism Western Australia (Tourism WA) for comment. The following comments are provided to assist in these processes.

*Local Planning Policy 12 Chalet Development in Agriculture, Agricultural Priority 1&2, Cluster Farming, Coastal Landscape and Special Residential Zones*

Tourism WA is supportive of the proposal to broaden the scope to include other forms of tourist accommodation, simplify policy requirements and delete the requirement to require rezoning for 5 or more chalets. This has the potential to enable increased tourism development and diversity of product, which supports visitation.

*Planning Application Lot 555 Balingup Road, Nannup (RES24762)*

The Brighthouse Report, 'A Strategic Approach to Caravan and Camping in Western Australia' prepared for Tourism WA in 2012 identifies Nannup as a medium priority area for caravanning and camping. The creation of additional cabin sites at the Nannup Caravan Park is consistent with this outcome and the intent of the Western Australian Caravan and Camping Action Plan 2013-2018, and is supported by Tourism WA.

Yours sincerely

Derryn Belford  
Executive Director Infrastructure & Investment

15 July 2015



Jane Buckland

**From:** South West Land Use Planning <southwest.landuse@water.wa.gov.au>  
**Sent:** Thursday, 30 July 2015 1:57 PM  
**To:** ShireofNannup  
**Cc:** Jane Buckland  
**Subject:** Modification to Various Local Planning Policies  
**Attachments:** STORMWATER - Decision process for stormwater management in WA.pdf;  
STORMWATER - Process and criteria for on-lot stormwater management.pdf;  
WQPN 88 Rural tourism accommodation.pdf

30<sup>th</sup> July 2015

Our Reference: WRD288771, SRS39504

Your Reference: ADM9

To: Shire of Nannup

From: Department of Water

Attention: Jane Buckland

RE: Modification to Various Local Planning Policies

Dear Jane,

Thank you for referring the modified Local Planning Policies to the Department of Water (DoW) for comment.

Further to our telephone discussion today, DoW is able to provide the following comments on LPPs 1, 2, 7, 11, 12, 13.

- **LPP 1 – ‘Cut & Fill and Retaining Wall’**

In broad terms, where there is cut and fill and ‘retaining’ of topographically challenging areas, the management of surface water and shallow groundwater can become problematic.

As such, DoW recommends inserting at ‘**Application Details Subdivision and Development, Part 3**’ added dot points “*Flood risk*”, and “*Surface water and groundwater*”; and to include (underlined) at the second dot point “*contours, sub-catchments, flow paths and drainage lines*”.

The same applies to ‘*Individual Lots, Part 3*’, including the added dot points “*Flood Risk*” and “*Surface water and groundwater*”; and to include (underlined) at dot point 6 “*drainage, site run-off (minor and major events)*”

To strengthen the document it is suggested that in the end Table under ‘**Related Procedures/Documents**’ a reference be added, the (attached) ‘*Decision process of stormwater management in Western Australia (DoW 2009)*’ and ‘*Stormwater management manual for Western Australia (DoW 2007 - 2009)*’.

- **LPP 2 - ‘Private Stormwater Drainage Connections to Council’s Stormwater Drains’**

Attached for your consideration is a document *'Process and criteria for on-lot stormwater management (for lots serviced by a LG managed minor/major stormwater systems)'*.

This document was developed through consultation with Local Government engineers in the South West Region, and provides a good overview of key considerations.

The 'flow-chart' advice may provide an opportunity for the Shire to further assess its approval processes on lots serviced by a LGA managed stormwater systems.

To strengthen the document it is suggested that in the end Table under **'Related Procedures/Documents'** a reference be added, the *'Decision process of stormwater management in Western Australia (DoW 2009)'* and *'Stormwater management manual for Western Australia (DoW 2007 - 2009)'*.

- **LPP 7 - 'Special Rural and Special Residential Fencing Standards'**

DoW supports the inclusion of Part 9 - *"Fencing should be designed to not impede the free flow of floodwaters for land identified as Flood Risk Land in the Scheme"*.

- **LPP 11 'Development in Flood Risk' (strike: Prone) Areas'**

Under **'POLICY'** where it states *"This policy applies to individual flood prone land within the district"* strike "prone" and replace with "risk" to remain consistent within the document.

Please note that the SW Regional office has referred the section **'DEFINITIONS Flood Risk Areas'** to its flood advice officers to ensure that the wording is appropriate, a response will be forthcoming.

- **LPP 12 'Tourist Accommodation in Rural Areas'** (strike: Chalet Development in Agriculture, Agriculture Priority 1&2, Cluster Farming, Coastal Landscape, and Special Residential Zones).

Note DoW's Water Quality Protection Note No. 88 'Rural tourist accommodation' (attached), which provides advice on how to address the possible adverse impacts of such proposals on sensitive water resources.

- **LPP 13 'Car Parking and Vehicular Access'**

DoW suggests that the under **'12. Construction Standards for Parking Areas'** the words be inserted:

*"Stormwater is to be managed in accordance with the 'Decision process of stormwater management in Western Australia (DoW 2009)' using systems as outlined in the 'Stormwater management manual for Western Australia (DoW 2007 - 2009)'."*

If you wish to discuss further please contact this office.

**Brendan Kelly**  
Senior Natural Resource Management Officer  
Department of Water, South West Region

**T: 08 97264194 | (m) 0407219515 | [www.water.wa.gov.au](http://www.water.wa.gov.au)**



E-MAILED  
10 05 10 31 15



ABN: 50 860 676 021

Enquiries: Paul Davies  
Our Ref: 14/6628  
Your Ref: AMD 9

SHIRE OF NANNUP			
RECEIVED			
Ref: <u>WR1823</u>	No. <u>342</u>		
- 6 JUL 2015			
CEO JCS WM MDS	AO EO CPI	LIB PHA Ceo/ Jne	FMO YO RO

3 July 2015

Chief Executive Officer  
Shire of Nannup  
PO Box 11  
NANNUP WA 6275

Dear Sir

**MODIFICATIONS TO VARIOUS LOCAL PLANNING POLICIES**

I refer to your correspondence of 29 June 2015 and advise that Main Roads has no objection to the proposed modifications.

If you require any further information please contact me on 9724 5662.

Yours faithfully,

Paul Davies

ROAD CORRIDOR PLANNING MANAGER

Nathan and Helen Helms  
2402 Albany Highway  
GOSNELLS WA 6110  
Lot 3 Halleys Road  
CUNDINUP WA  
Email [np.helms@gmail.com](mailto:np.helms@gmail.com)  
mob 0427081839

Mr. Peter Clarke CEO  
15 Adam Street  
NANNUP WA 6275  
PO Box 11  
NANNUP WA 6275  
Email [peter.clarke@nannup.wa.gov.au](mailto:peter.clarke@nannup.wa.gov.au)  
15<sup>th</sup> September 2015

Dear Mr. Clark

**RE CLOSING OBSOLETE ROAD RESERVE LOT 3 HALLEYS ROAD CUNDINUP**


We the owners of Lot 3 Halleys Road make a formal request to the Shire of Nannup to have the road reserve closed for the purposes of acquiring the land and amalgamating it into Lot 3.

We request this matter to be addressed in the next council meeting of the 24<sup>th</sup> of September 2015.

Please advise your approval for closure so that we may approach the DEPARTMENT OF LAND ADMINISTRATION for removal from the title.

Thanking you for your service,

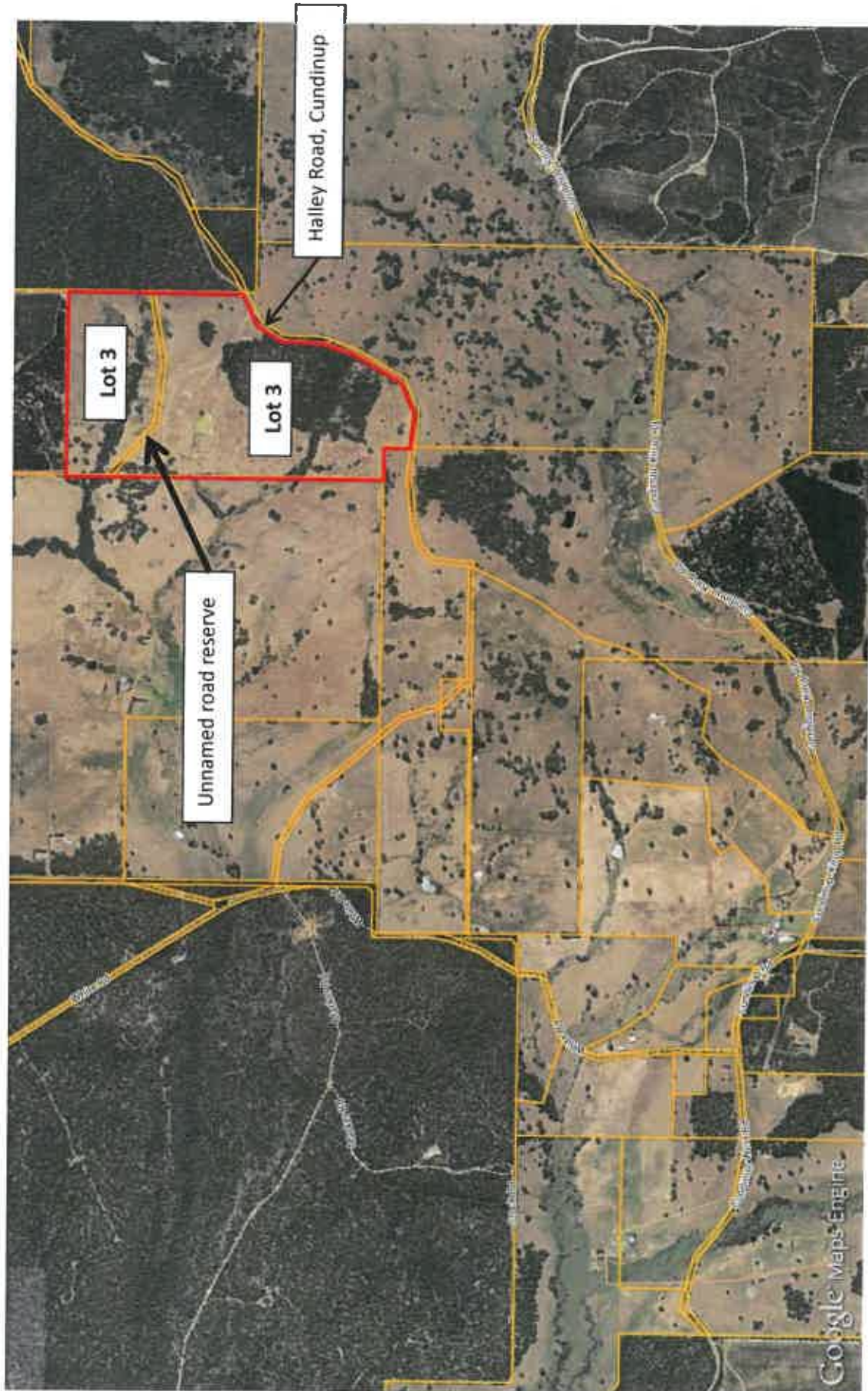
Yours faithfully,



Nathan and Helen Helms



[illegible][illegible]



## SHIRE OF NANNUP

## STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2015 TO 31 JULY 2015

	2015/16	2015/16	2015/16	Variances Y-T-D Budget to	
<u>Operating</u>	Y-T-D Actual	Budget	Budget	Actual	
	\$	\$	\$	%	\$
<b>Revenues/Sources</b>					
Governance	10	42	500	76%	32
General Purpose Funding	5,868	66,523	798,274	91%	60,655
Law, Order, Public Safety	76,924	15,579	186,947	(394%)	(61,345)
Health	145	228	2,730	36%	83
Education and Welfare	440	4,486	53,830	90%	4,046
Housing	802	2,946	35,356	73%	2,145
Community Amenities	139,948	12,571	150,851	(1013%)	(127,377)
Recreation and Culture	144,991	75,722	908,669	(91%)	(69,269)
Transport	237,656	100,250	1,203,000	(137%)	(137,406)
Economic Services	482	14,667	176,000	97%	14,185
Other Property and Services	(273)	2,500	30,000	111%	2,773
	<u>606,993</u>	<u>295,513</u>	<u>3,546,157</u>	<u>105%</u>	<u>(311,480)</u>
<b>(Expenses)/(Applications)</b>					
Governance	(38,095)	(22,529)	(270,344)	69%	15,566
General Purpose Funding	(10,598)	(13,946)	(167,350)	(24%)	(3,348)
Law, Order, Public Safety	(125,257)	(38,073)	(456,879)	229%	87,184
Health	(2,344)	(5,747)	(68,959)	(59%)	(3,402)
Education and Welfare	(21,270)	(17,989)	(215,868)	18%	3,281
Housing	(3,513)	(4,415)	(52,983)	(20%)	(903)
Community Amenities	(32,129)	(41,454)	(497,451)	(22%)	(9,325)
Recreation & Culture	(41,326)	(46,365)	(556,381)	(11%)	(5,039)
Transport	(95,076)	(202,518)	(2,430,213)	(53%)	(107,442)
Economic Services	(8,487)	(12,460)	(149,516)	(32%)	(3,973)
Other Property and Services	(44,306)	(14,469)	(173,626)	206%	29,838
	<u>(422,401)</u>	<u>(419,964)</u>	<u>(5,039,569)</u>	<u>1%</u>	<u>2,437</u>
<b>Adjustments for Non-Cash (Revenue) and Expenditure</b>					
(Profit)/Loss on Asset Disposals	0	(3,292)	(39,500)	(100%)	(3,292)
Depreciation on Assets	0	170,821	2,049,850	(100%)	170,821
<b>Capital Revenue and (Expenditure)</b>					
Purchase Land and Buildings	(119,429)	(90,574)	(1,086,884)	32%	28,855
Purchase Infrastructure Assets	(1,802)	(208,963)	(2,507,561)	(99%)	(207,161)
Purchase Plant and Equipment - Roads	0	0	0		
Purchase Plant and Equipment - Parks	(47,959)	(46,688)	(560,259)	3%	1,271
Purchase Furniture and Equipment	0	0	0	0%	0
Proceeds from Disposal of Assets	0	15,250	183,000	(100%)	15,250
Repayment of Debentures	(1,180)	(6,411)	(76,933)	(82%)	(5,231)
Proceeds from New Debentures	0	0	0	0%	0
Leave Provisions	0	16,410	196,915	(100%)	16,410
Accruals	(26,665)	607	7,287	(4491%)	27,272
Self Supporting Loan Principal Income	1,180	1,213	14,560	(3%)	33
Transfers (to)/from Reserves			448,425	0%	0
<b>ADD</b> Net Current Assets July 1 B/Fwd	402,718	817,891	0		415,174
<b>LESS</b> Net Current Assets Year to Date	1,756,423	1,906,782	0		150,359
<b>Amount Raised from Rates</b>	<u>(1,364,969)</u>	<u>(1,364,969)</u>	<u>(2,864,513)</u>		<u>0</u>

# SHIRE OF NANNUP

## STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2015 TO 31 JULY 2015

	2015/16 Actual \$	Brought Forward 01-July-2015 \$
<b>NET CURRENT ASSETS</b>		
<b>Composition of Estimated Net Current Asset Position</b>		
<b>CURRENT ASSETS</b>		
Cash - Unrestricted	686,461	733,843
Cash - Restricted	181,727	168,675
Cash - Reserves	2,701,804	2,700,270
Receivables	1,842,886	351,464
Inventories	6,240	6,240
	<u>5,419,118</u>	<u>3,960,492</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables and Provisions	<u>(553,738)</u>	<u>(688,829)</u>
	4,865,380	3,271,663
Less: Cash - Reserves - Restricted	(2,883,531)	(2,868,946)
<b>NET CURRENT ASSET POSITION</b>	<u><u>1,981,849</u></u>	<u><u>402,718</u></u>



## SHIRE OF NANNUP

## STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2015 TO 31 AUGUST 2015

	2015/16	2015/16	2015/16	Variances Y-T-D Budget to	
<u>Operating</u>	Y-T-D Actual	Budget	Budget	Actual	
	\$	\$	\$	%	\$
<b>Revenues/Sources</b>					
Governance	20	83	500	76%	63
General Purpose Funding	169,911	133,046	798,274	(28%)	(36,865)
Law, Order, Public Safety	77,336	31,158	186,947	(148%)	(46,178)
Health	5,787	455	2,730	(1172%)	(5,332)
Education and Welfare	161	8,972	53,830	98%	8,811
Housing	936	5,893	35,356	84%	4,957
Community Amenities	141,261	25,142	150,851	(462%)	(116,119)
Recreation and Culture	146,627	151,445	908,669	3%	4,818
Transport	355,785	200,500	1,203,000	(77%)	(155,285)
Economic Services	1,267	29,333	176,000	96%	28,066
Other Property and Services	998	5,000	30,000	80%	4,002
	<u>900,089</u>	<u>591,026</u>	<u>3,546,157</u>	<u>52%</u>	<u>(309,063)</u>
<b>(Expenses)/(Applications)</b>					
Governance	(111,655)	(45,057)	(270,344)	148%	66,597
General Purpose Funding	(20,734)	(27,892)	(167,350)	(26%)	(7,158)
Law, Order, Public Safety	(119,544)	(76,147)	(456,879)	57%	43,397
Health	(8,629)	(11,493)	(68,959)	(25%)	(2,864)
Education and Welfare	(31,963)	(35,978)	(215,868)	(11%)	(4,015)
Housing	(4,887)	(8,831)	(52,983)	(45%)	(3,944)
Community Amenities	(52,859)	(82,909)	(497,451)	(36%)	(30,049)
Recreation & Culture	(70,665)	(92,730)	(556,381)	(24%)	(22,065)
Transport	(176,126)	(405,036)	(2,430,213)	(57%)	(228,909)
Economic Services	(17,477)	(24,919)	(149,516)	(30%)	(7,442)
Other Property and Services	(42,517)	(28,938)	(173,626)	47%	13,579
	<u>(657,055)</u>	<u>(839,928)</u>	<u>(5,039,569)</u>	<u>(22%)</u>	<u>(182,873)</u>
<b>Adjustments for Non-Cash</b>					
<b>(Revenue) and Expenditure</b>					
(Profit)/Loss on Asset Disposals	0	(6,583)	(39,500)	(100%)	(6,583)
Depreciation on Assets	12	341,642	2,049,850	(100%)	341,630
<b>Capital Revenue and (Expenditure)</b>					
Purchase Land and Buildings	(391,314)	(181,147)	(1,086,884)	116%	210,167
Purchase Infrastructure Assets	(34,730)	(417,927)	(2,507,561)	(92%)	(383,197)
Purchase Plant and Equipment - Roads	0	0	0		
Purchase Plant and Equipment - Parks	(47,959)	(93,377)	(560,259)	(49%)	(45,417)
Purchase Furniture and Equipment	0	0	0	0%	0
Proceeds from Disposal of Assets	0	30,500	183,000	(100%)	30,500
Repayment of Debentures	(2,366)	(12,822)	(76,933)	(82%)	(10,456)
Proceeds from New Debentures	0	0	0	0%	0
Leave Provisions	0	32,819	196,915	(100%)	32,819
Accruals	(26,235)	1,215	7,287	(2260%)	27,449
Self Supporting Loan Principal Income	2,366	2,427	14,560	(2%)	60
Transfers (to)/from Reserves			448,425	0%	0
<b>ADD Net Current Assets July 1 B/Fwd</b>	<b>402,718</b>	<b>817,891</b>	<b>0</b>		<b>415,174</b>
<b>LESS Net Current Assets Year to Date</b>	<b>1,510,494</b>	<b>1,630,704</b>	<b>0</b>		<b>120,210</b>
<b>Amount Raised from Rates</b>	<b><u>(1,364,969)</u></b>	<b><u>(1,364,969)</u></b>	<b><u>(2,864,513)</u></b>		<b><u>0</u></b>

**SHIRE OF NANNUP**

**STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2015 TO 31 AUGUST 2015**

	<b>2015/16 Actual \$</b>	<b>Brought Forward 01-July-2015 \$</b>
<b>NET CURRENT ASSETS</b>		
<b>Composition of Estimated Net Current Asset Position</b>		
<b>CURRENT ASSETS</b>		
Cash - Unrestricted	1,055,921	733,843
Cash - Restricted	155,630	168,675
Cash - Reserves	2,702,545	2,700,270
Receivables	1,288,376	351,464
Inventories	6,240	6,240
	<u>5,208,712</u>	<u>3,960,492</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables and Provisions	<u>(536,298)</u>	<u>(688,829)</u>
	4,672,414	3,271,663
Less: Cash - Reserves - Restricted	(2,858,175)	(2,868,946)
<b>NET CURRENT ASSET POSITION</b>	<u><u>1,814,239</u></u>	<u><u>402,718</u></u>

OPERATING EXPENSES TO 31 AUGUST 2015					
Governance Expenditure					
Budget	Actual	Explanation	(Under Expended)/Over Expended	Current	Year End
\$	\$			\$	\$
2,500	1,665	Election Expenses		(835)	2,500
4,000	0	Revaluations		(4,000)	4,000
15,205	1,256	Refreshments		(13,949)	15,205
27,700	6,500	Donations/contributions		(21,200)	27,700
36,200	7,714	Councillor allowances		(28,486)	36,200
25,547	11,892	Subscriptions		(13,655)	25,547
4,100	273	Conference Expenses		(3,827)	4,100
16,662	(49,220)	Insurance		(65,882)	16,662
0	0	CEO performance review		0	0
6,450	665	Bank Charges		(5,785)	6,450
11,330	690	Audit Fees		(10,640)	11,330
1,000	0	Legal Expenses		(1,000)	1,000
1,000	0	Gratuities		(1,000)	1,000
0	0	Blackwood Valley Trails		0	0
843	0	Depreciation Council furniture		(843)	843
152,537	(18,563)			(171,100)	152,537
General Administration					
Budget	Actual	Explanation		Current	Year End
\$	\$			\$	\$
36,331	0	Annual Leave expense		(36,331)	36,331
414,224	68,156	Admin Salaries		(346,068)	414,224
43,696	7,158	Superannuation		(36,538)	43,696
18,032	17,853	Insurance		(179)	18,032
2,000	726	Minor furniture & equip		(1,274)	2,000
66,355	4,004	Building & Gardens maintenance		(62,351)	66,355
41,897	6,800	Computer maintenance		(35,097)	41,897
16,095	4,745	Printing & Stationery		(11,350)	16,095
14,125	1,733	Telephone Expenses		(12,392)	14,125
3,150	777	Office Equipment Maintenance		(2,373)	3,150
4,400	700	Postage		(3,700)	4,400
6,000	3,139	Accommodation & Travel		(2,861)	6,000
4,825	693	Advertising		(4,132)	4,825

<b>Budget</b>	<b>Actual</b>	<b>Explanation</b>	<b>Current</b>	<b>Year End</b>	
9,000	1,250	Staff training expenses	(7,750)	9,000	0
300	0	Sundry expenses	(300)	300	0
(6,351)	0	Long Service Leave	6,351	(6,351)	0
19,750	3,092	Fringe Benefits Tax	(16,658)	19,750	0
3,000	0	Recruitment Expenses	(3,000)	3,000	0
843	0	Depreciation - Furniture	(843)	843	0
29,529	0	Depreciation - Plant & Equipment	(29,529)	29,529	0
<b>727,201</b>	<b>120,326</b>		<b>(606,375)</b>	<b>727,201</b>	<b>0</b>



Budget	Actual	Explanation	Current	Year End
General Purpose Revenue				
\$	\$		\$	\$
5,000	0	Rates Legal expenses	(5,000)	5,000
32,350	878	Rating Valuation Expenses	(31,472)	32,350
100	0	Write offs - rates	(100)	100
18,156	4,606	DOT Licensing Expenses	(13,550)	18,156
55,606	5,484		(50,122)	55,606
Law & Public Order				
\$	\$		\$	\$
10,000	375	Firebreak inspections		
29,928	0	DFES - Assistance to Bush Fire Brigades	(9,625)	10,000
11,398	2,176	CESO - Vehicle	(29,928)	29,928
29,529	27,779	DFES - Insurance	(9,222)	11,398
12,211	0	Maintenance of Strategic Firebreaks	(1,750)	29,529
500	571	DFES - minor equipment	(12,211)	12,211
33,346	4,308	Firebreak Inspections	71	500
3,276	409	Superannuation	(29,038)	33,346
2,722	0	Annual leave expense	(2,867)	3,276
80,447	13,927	CESO - Salary & insurance costs	(2,722)	2,722
7,569	1,154	CESO - Superannuation	(66,520)	80,447
6,291	0	CESO - Annual Leave	(6,415)	7,569
0	0	CESO - Long Service Leave	(6,291)	6,291
500	0	CESO - Uniforms	0	0
1,200	0	CESO - Training	(500)	500
1,500	0	DFES - Maint of equipment	(1,200)	1,200
7,644	1,626	Animal Control - Salaries	(1,500)	1,500
6,500	3,585	Animal Control	(6,018)	7,644
812	236	Animal Control - Superannuation	(2,915)	6,500
675	0	Animal Control - Annual leave expense	(576)	812
244	0	Animal Control - Long Service Leave	(675)	675
16,394	394	DFES - Vehicle maint	(244)	244
1,500	727	DFES - Maint of land & buildings	(16,000)	16,394
500	276	DFES - Clothing & accessories	(773)	1,500
1,800	650	DFES - Utilities	(224)	500
5,000	1,023	DFES - Other goods & services	(1,150)	1,800
2,800	406	SES - Utilities	(3,977)	5,000
1,064	910	SES - Insurance	(2,394)	2,800
0	424	SES - Minor plant	(154)	1,064
0	107	SES - Maint of plant & equipment	424	0
			107	0

<b>Budget</b>	<b>Actual</b>	<b>Explanation</b>	<b>Current</b>	<b>Year End</b>	
1,000	0	Emergency response	(1,000)	1,000	0
0	0	SES - Maintenance of vehicles	0	0	0
0	0	SES - Maint of land & buildings	0	0	0
0	0	SES - Clothing & accessories	0	0	0
5,236	43	SES - Other goods & services	(5,193)	5,236	0
116,658	0	Depreciation	(116,658)	116,658	0
<b>398,244</b>	<b>61,105</b>		<b>(337,139)</b>	<b>398,244</b>	<b>0</b>

Budget	Actual	Explanation	Current	Year End	
Health					
\$	\$		\$	\$	
100	104	Insurance		100	0
1,669	0	Health - annual leave	(1,669)	1,669	0
49,658	6,073	Health Inspections	(43,585)	49,658	0
604	0	Long Service Leave	(604)	604	0
2,008	181	Superannuation	(1,827)	2,008	0
2,050	450	Admin Expenses	(1,600)	2,050	0
56,089	6,808		(49,281)	56,089	0
Education & Welfare					
\$	\$		\$	\$	
7,274	3,119	Pre School maintenance	(4,155)	7,274	0
1,100	0	Family Fun day	(1,100)	1,100	0
10,000	0	Community Events support	(10,000)	10,000	0
5,000	1,321	School holiday program	(3,679)	5,000	0
5,000	0	Cultural Plan	(5,000)	5,000	0
2,100	0	Seniors activities	(2,100)	2,100	0
95,170	15,367	Community Development	(79,803)	95,170	0
6,318	1,678	CDO - Superannuation	(4,640)	6,318	0
4,287	0	Promotions	(4,287)	4,287	0
0	0	CDO - Long Service Leave	0	0	0
5,500	0	Training	(5,500)	5,500	0
15,587	0	Depreciation	(15,587)	15,587	0
157,336	21,485		(135,851)	157,336	0
Housing					
\$	\$		\$	\$	
23,070	3,140	Building Maintenance	(19,930)	23,070	0
17,500	0	Depreciation	(17,500)	17,500	0
40,570	3,140		(37,430)	40,570	0
Community Amenities					
\$	\$		\$	\$	
34	0	SSL Accrued Interest	(34)	34	0
14,560	2,366	SSL Principal	(12,194)	14,560	0
40,000	3,653	Collection - domestic waste	(36,347)	40,000	0
40,000	2,432	Collection - recycling	(37,568)	40,000	0

<b>Budget</b>	<b>Actual</b>	<b>Explanation</b>	<b>Current</b>	<b>Year End</b>	
117,119	19,441	Waste Management Facility	(97,678)	117,119	0
14,763	1,312	Street Bin Pick up	(13,451)	14,763	0
122,781	8,781	Town Planning Services	(114,000)	122,781	0
9,926	211	Admin Expenses	(9,715)	9,926	0
1,568	0	Planning - Long Service Leave	(1,568)	1,568	0
5,212	544	Planning - Superannuation	(4,668)	5,212	0
7,500	0	Town Planning Scheme review	(7,500)	7,500	0
4,332	0	Planning - Annual Leave	(4,332)	4,332	0
1,500	0	LPS Amend Exp	(1,500)	1,500	0
14,332	1,145	Cemetery Exp	(13,187)	14,332	0
42,909	6,489	Public Conveniences	(36,420)	42,909	0
5,546	952	SSL Interest	(4,594)	5,546	0
4,475	0	Depreciation - waste facility	(4,475)	4,475	0
8,993	0	Depreciation - toilets	(8,993)	8,993	0
<b>455,550</b>	<b>47,325</b>		<b>(408,225)</b>	<b>455,550</b>	<b>0</b>

Budget	Actual	Explanation	Current	Year End
Recreation & Culture				
\$	\$		\$	\$
11,041	3,931	Town Hall	(7,110)	11,041
37,966	7,045	Rec Centre	(30,921)	37,966
3,591	2,985	Community Centre	(606)	3,591
1,464	937	Supper Room	(527)	1,464
1,532	743	Old Roads Board Building	(789)	1,532
2,998	2,505	Bowling Club	(493)	2,998
625	545	Cundinup Hall	(80)	625
513	436	Carlotta Hall	(77)	513
1,365	658	Community House	(707)	1,365
269,441	27,083	Public Parks	(242,358)	269,441
8,908	2,402	Art Maintenance	(6,506)	8,908
15,839	1,559	Library Salaries & Insurance	(14,280)	15,839
8,910	1,196	Office Expenses - Library	(7,714)	8,910
200	0	Write-Offs - Library	(200)	200
11,623	5,583	Foreshore Park	(6,040)	11,623
1,875	0	Depreciation Community House	(1,875)	1,875
3,125	0	Depreciation Community Sheds	(3,125)	3,125
1,850	0	Depreciation Carlotta Hall	(1,850)	1,850
42,341	0	Depreciation Recreation Centre	(42,341)	42,341
26,150	0	Depreciation Town Hall	(26,150)	26,150
35,758	0	Depreciation Parks	(35,758)	35,758
1,625	0	Depreciation Old Roads Board	(1,625)	1,625
425	0	Depreciation Cundinup Hall	(425)	425
489,165	57,608		(431,557)	489,165
Transport				
\$	\$		\$	\$
41,402	2,892	Depot Maintenance	(38,510)	41,402
5,000	2,026	Traffic Signs	(2,974)	5,000
36,326	0	Bridge Maintenance	(36,326)	36,326
5,000	0	Crossovers	(5,000)	5,000
0	(1,063)	Loan - accrued interest	(1,063)	0
587,316	132,023	Local Road Maintenance	(455,293)	587,316
89,044	627	Road Verge Maintenance	(88,417)	89,044
32,436	4,003	Street Lighting	(28,433)	32,436
9,000	0	Street Sweeping	(9,000)	9,000
5,986	225	Traffic Counter Maintenance	(5,761)	5,986
6,000	0	Safety Works	(6,000)	6,000
6,000	0	Equipment replacement	(6,000)	6,000

<b>Budget</b>	<b>Actual</b>	<b>Explanation</b>	<b>Current</b>	<b>Year End</b>	
3,079	(430)	Loan - Interest	(3,509)	3,079	0
62,373	0	Loan - Principal	(62,373)	62,373	0
20,000	0	Gravel Pit	(20,000)	20,000	0
5,500	5,463	ROMANS	(37)	5,500	0
1,384,401	0	Depreciation - Roads	(1,384,401)	1,384,401	0
<b>2,298,862</b>	<b>145,767</b>		<b>(2,153,096)</b>	<b>2,298,862</b>	<b>0</b>

Budget	Actual	Explanation	Current	Year End
<b>Economic Services</b>				
\$	\$		\$	\$
1,200	0	Australia Day	(1,200)	1,200
9,732	4,718	Functions & Events	(5,014)	9,732
0	0	Caravan Park	0	0
0	0	Caravan Park admin expenses	0	0
0	0	Caravan park utilities	0	0
0	0	Caravan Park promotion	0	0
1,433	1,615	Caravan Park & Camping	0	0
0	111	Caravan park wages	181	1,433
5,000	202	Visitor Centre services	111	0
2,500	821	Regional Promotion	(4,798)	5,000
28,000	200	Tourism promotion	(1,679)	2,500
1,309	0	Building Control - Long Service Leave	(27,800)	28,000
40,973	4,932	Building Control - Salary	(1,309)	1,309
4,351	548	Building Control - Superannuation	(36,041)	40,973
3,616	0	Building Control - Annual Leave	(3,803)	4,351
3,916	676	Building Control - Expenses	(3,616)	3,616
17,910	0	Depreciation - Caravan Park	(3,240)	3,916
			(17,910)	17,910
119,940	13,822		(106,119)	119,940
<b>Other Property &amp; Services</b>				
\$	\$		\$	\$
26,407	0	Private Works	(26,407)	26,407
10,070	886	Training	(9,184)	10,070
3,236	(111,548)	Accrued salaries & wages	(14,784)	3,236
28,943	0	Long Service Leave	(28,943)	28,943
100,917	12,923	Salaries	(87,994)	100,917
80,492	0	Annual Leave	(80,492)	80,492
103,343	13,670	Superannuation	(89,673)	103,343
0	0	Office expenses	0	0
30,301	2,017	Sick pay	(28,285)	30,301
59,366	57,019	Insurances	(2,347)	59,366
10,000	973	Protective Clothing	(9,027)	10,000
4,549	706	Safety Meetings	(3,843)	4,549
64,354	6,105	Wages - plant	(58,249)	64,354
29,700	3,511	Tyres & Batteries	(26,189)	29,700



Budget	Actual	Explanation	Current	Year End	
20,395	11,777	Insurances & Licenses	(8,618)	20,395	0
0	0	Admin Expenses	0	0	0
0	0	Workers Comp	0	0	0
215,000	11,894	Fuel & Oil	(203,106)	215,000	0
4,000	203	Sundry Tools	(3,797)	4,000	0
37,449	0	Holiday Pay	(37,449)	37,449	0
60,000	5,101	Parts & External Work	(54,899)	60,000	0
2,000	0	Recruitment Exp	(2,000)	2,000	0
324,510	0	Depreciation - Vehicles	(324,510)	324,510	0
16,295	0	Depreciation - Depot	(16,295)	16,295	0
1,231,327	115,236		(1,116,091)	1,231,327	0
6,182,428	580,042	TOTAL	(5,602,385)	6,182,428	0
		Less Expenditure tied to additional income		0	0
		Less Non Cash Depreciation increases		0	0
		Total Expenditure Savings Anticipated for Year		0	0



OPERATING INCOME TO 31 AUGUST 2015						
Budget	Actual	Explanation		(Over)/Under received		
				Current	Anticipated Year End	
General Purpose Revenue						
\$	\$			\$	\$	
0	(1,450,590)	Rate Revenue	Additional Income from new subdivisions			
(5,000)	0	Legal Fees	Budget expected to be met	(1,450,590)	0	0
(12,000)	(1,131)	Int on Overdue rates	Budget expected to be met	5,000	(5,000)	0
(800,000)	(103,776)	Equalisation Grant	Final allocation higher than expected	10,869	(12,000)	0
(4,500)	(460)	Interest on Instalments	Budget expected to be met	696,224	(800,000)	0
(500,000)	(53,009)	Local Road Grant	Final allocation lower than expected	4,040	(4,500)	0
(3,900)	(465)	Admin Charges	Budget expected to be met	446,991	(500,000)	0
(24,000)	(5,039)	DOT Commission	Budget expected to be met	3,435	(3,900)	0
(19,600)	(3,103)	Sundry Income	Budget expected to be met	18,961	(24,000)	0
(30,000)	(895)	Interest on Investment - General	Budget overall expected to be met	16,497	(19,600)	0
(30,000)	(1,274)	Interest on Investment - RTR	Budget overall expected to be met	29,105	(30,000)	0
				28,726	(30,000)	0
(1,429,000)	(1,619,742)			(190,742)	(1,429,000)	0
General Administration						
\$	\$			\$	\$	
(500)	(20)	Shirley Humble room hire	Actual income expected to be slightly lower than budget	480	(500)	0
(500)	(20)			480	(500)	0
Law & Order						
\$	\$			\$	\$	
(2,500)	0	Costs Recovered - Cockatoo Valley	Budget expected to be met	2,500	(2,500)	0
(86,651)	0	DFES Grant - Brigades	Budget expected to be met	86,651	(86,651)	0
(79,796)	0	DFES Grant - CFSO	Budget expected to be met	79,796	(79,796)	0
(500)	0	Firebreak Fines	Budget expected to be met	500	(500)	0
(3,500)	(825)	Dog Registrations	Budget expected to be met	2,675	(3,500)	0
(500)	0	Cat Registrations	Budget expected to be met	500	(500)	0
(100)	0	Fines - Animal Control	Budget expected to be met	100	(100)	0
(13,400)	0	DFES Grant - SES	Lower grant offset by reduced expenditure	13,400	(13,400)	0
(186,947)	(825)			186,122	(186,947)	0
Health						
\$	\$			\$	\$	
(1,500)	0	Septic Tank Inspections	Income anticipated to exceed budget	1,500	(1,500)	0

Operating Income

<b>Budget</b>	<b>Actual</b>	<b>Explanation</b>	<b>(Over)/Under received</b>	
(1,365)	(5,787)	Gen License Fees	(4,422)	(1,365)
		Income anticipated to exceed budget		0
(2,865)	(5,787)		(2,922)	(2,865)
				0

Budget	Actual	Explanation	(Over)/Under received
<b>Education &amp; Welfare</b>			
\$	\$		\$
(6,930)	0	FROGS lease income	6,930
(2,050)	(378)	School holiday contributions	1,672
(750)	500	CDO grants	1,250
(2,100)	0	Seniors activities contributions	2,100
(11,830)	122		11,952
			(11,830)
<b>Housing</b>			
\$	\$		\$
(35,356)	(936)	Rental Income	34,420
(35,356)	(936)		34,420
			(35,356)
<b>Community Amenities</b>			
\$	\$		\$
(14,560)	(2,366)	Self Supporting Loan - Principal	12,194
(5,516)	(979)	Self Supporting Loan - Interest	4,537
(62,170)	(65,600)	Mobile Bin Charges	(3,430)
(34,625)	(35,875)	Recycling Fees	(1,250)
(6,000)	(4,276)	Tip Fees	1,724
(32,940)	(33,210)	Disposal charge	(270)
0	0	LPS Amend Contributions	0
(6,300)	(734)	Town planning fees	5,566
(3,300)	(586)	Cemetery Fees	2,714
0	0	Grants - Qannup	0
(165,411)	(143,628)		21,783
			(165,411)
<b>Recreation &amp; Culture</b>			
\$	\$		\$
(8,500)	(201)	Hire Fees - Rec Centre	8,299
(6,500)	(2,051)	Hire Fees - Town Hall	4,449
(22,100)	0	Supper Room lease	22,100
(5,070)	0	Community Centre lease	5,070
(200)	0	Lost Book charges	200
0	(81)	History of Nannup	(81)
0	0	Railway Bridge Grant	0
(42,370)	(2,333)		40,037
			(42,370)

Operating Income

Budget	Actual	Explanation	(Over)/Under received
		Transport	
\$	\$		\$
(93,000)	(101,400)	Main Roads Direct Grant	(8,400)
(1,000)	0	Crossover fees	1,000
0	0	Mowen Road Supervision Fee	0
(1,000)	(385)	Sale of materials	615
(153,000)	0	Plant Sales	153,000
(248,000)	(101,785)		146,215
			(248,000)
			0

Budget	Actual	Explanation	(Over)/Under received	
<b>Economic Services</b>				
\$	\$		\$	\$
(1,500)	0	Septic tank inspections	1,500	(1,500)
(7,500)	0	Caravan Park Income	7,500	(7,500)
(12,000)	(1,368)	Building Control fees	10,632	(12,000)
(21,000)	(1,368)		19,632	(21,000)
<b>Other Property &amp; Services</b>				
\$	\$		\$	\$
(30,000)	(998)	Private Works	29,002	(30,000)
(30,000)	(998)		29,002	(30,000)
(1,986,332)	(1,876,475)	TOTAL INCOME	109,857	(1,986,332)
		TOTAL		
		Less: Grant income tied to additional expenditure		
		Add: Income tied to reduced expenditure		
		Anticipated (Over)/Under Budget:	109,857	0

Operating Income

## Rates Movements 2015/16 as at 15 September 2015

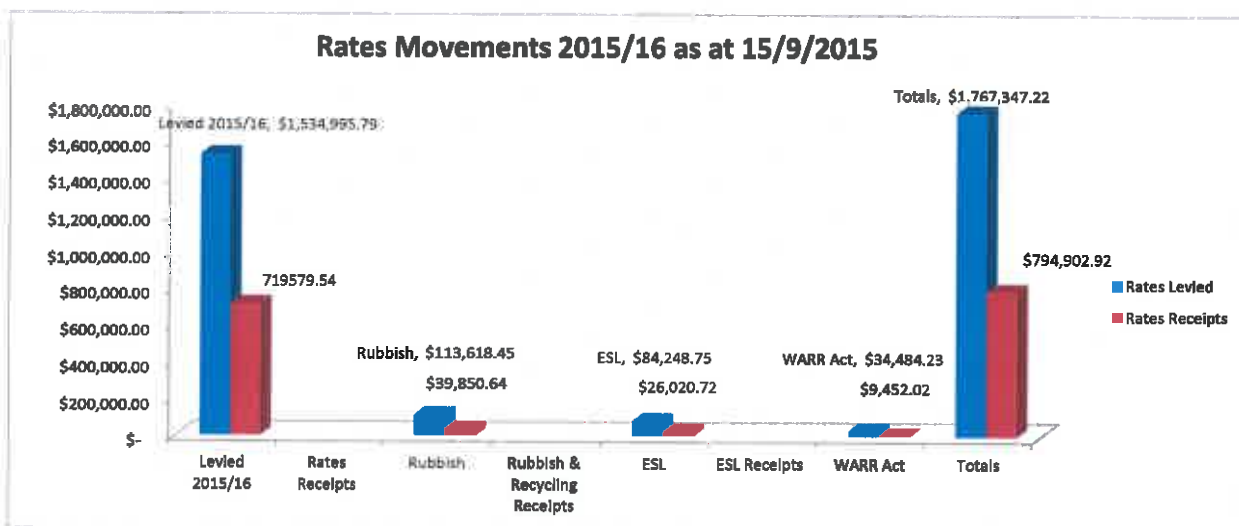
Rates	To Date	Receipts	Outstanding	% Paid
Opening Balance (Arrears)	\$ 135,634.84			
Deferred	-\$ 52,564.00			
Levied 2015/16	\$ 1,451,924.95			
Adjustments				
Levied 2015/16	<u>\$ 1,534,995.79</u>	719579.54	\$ 815,416.25	46.88%

Rubbish & Recycling Services				
Opening Balance (Arrears)	\$ 12,143.45			
General Rubbish	\$ 65,600.00			
Recycling	\$ 35,875.00			
Adjustments				
Rubbish	<u>\$ 113,618.45</u>	\$ 39,850.64	\$ 73,767.81	35.07%

E.S.L				
Opening Balance (Arrears)	\$ 7,599.65			
Rates Levied 2015/16	\$ 76,649.10			
Adjustments				
ESL	<u>\$ 84,248.75</u>	\$ 26,020.72	\$ 58,228.03	30.89%

W.A.R.R. ACT				
Opening Balance (Arrears)	\$ 1,244.23			
Rates Levied 2015/16	\$ 33,240.00			
Adjustments				
WARR Act	<u>\$ 34,484.23</u>	\$ 9,452.02	\$ 25,032.21	27.41%

Penalty Interest	\$ 13,009.64	-\$ 7,139.42	54.88%
Legal Charges	\$ 4,373.98	-\$1,639.15	37.48%
Totals	\$ 1,767,347.22	\$ 794,902.92	



**SHIRE OF NANNUP**  
**ACCOUNTS FOR PAYMENT - AUGUST 2015**

EFT/ Cheque	Date	Name	Invoice Description	Amount
EFT7446	14/08/2015	AUSRECORD	SYSTEM FILE	\$ 93.50
EFT7447	14/08/2015	NANNUP PHARMACY	SUNDRY SUPPLIES	\$ 16.91
EFT7448	14/08/2015	BATTERY ALL TYPES	BATTERY SUPPLIES	\$ 158.00
EFT7449	14/08/2015	EDGE PLANNING & PROPERTY	PLANNING CONSULTANCY WORKS	\$ 446.60
EFT7450	14/08/2015	BRC - BUILDING SOLUTIONS	NRC14 NANNUP REC CENTRE	\$ 232,855.00
EFT7451	14/08/2015	DEAN GUJA	EHO CONSULTANCY WORKS	\$ 1,992.00
EFT7452	14/08/2015	ALLMARK & ASSOCIATES PTY LTD	PLAQUES	\$ 396.00
EFT7453	14/08/2015	BUNBURY TRUCKS	SUNDRY SUPPLIES	\$ 699.88
EFT7454	14/08/2015	DRACOM SERVICES	ANNUAL MAINTENANCE - WEBSITE	\$ 500.00
EFT7455	14/08/2015	AUSTRALIA'S SOUTHWEST	ESSENTIAL MEMBERSHIP 2015-2016	\$ 120.00
EFT7456	14/08/2015	PICKLE & O	REFRESHMENTS	\$ 45.50
EFT7457	14/08/2015	CITY & REGIONAL FUELS	FUEL SUPPLIES	\$ 8,138.57
EFT7458	14/08/2015	SCOPE BUSINESS IMAGING	PHOTOCOPIER PLAN	\$ 854.73
EFT7459	14/08/2015	OFFICEWORKS	STATIONARY	\$ 310.86
EFT7460	14/08/2015	STALEY FOOD & PACKAGING	CELANING SUPPLIES	\$ 82.66
EFT7461	14/08/2015	MEDINA PROPERTY SERVICES PTY LTD	ACCOMODATION FOR COUNCIL	\$ 2,662.50
EFT7462	14/08/2015	CAPE LIFE	MOWEN ROAD PIT REHABILITATION	\$ 2,516.00
EFT7463	14/08/2015	MYCRE DISPLAY	SIGN WRITING COMMUNITY BUS	\$ 1,485.00
EFT7464	14/08/2015	KATY-ROSE HOTKER	BUNNINGS HARDWARE ITEMS FOR SES BUILDING	\$ 142.96
EFT7465	14/08/2015	AMD CHARTERED ACCOUNTANTS	ACQUITTAL AUDIT	\$ 759.00
EFT7466	14/08/2015	BLACKWOOD CAFE - SUMART	REFRESHMENTS	\$ 20.00
EFT7467	14/08/2015	BLACKWOODS	SUNDRY SUPPLIES	\$ 655.86
EFT7468	14/08/2015	CEMETERIES & CREMATORIA ASSOC OF WA	ORDINARY MEMBERSHIP 2015/2016	\$ 110.00
EFT7469	14/08/2015	LANDGATE	INTERIMS VALUATIONS	\$ 874.36
EFT7470	14/08/2015	HOWSON MANAGEMENT PTY LTD	PROJECT MANAGEMENT FEES	\$ 10,870.75
EFT7471	14/08/2015	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT EXPENSES	\$ 241.86
EFT7472	14/08/2015	K & C HARPER	NANNUP REC CENTRE WORKS	\$ 425.15
EFT7473	14/08/2015	NANNUP NEWSAGENCY	POSTAGE AND STATIONERY SUPPLIES	\$ 1,198.94
EFT7474	14/08/2015	NANNUP EZIWAY SELF SERVICE STORE	SUNDRY SUPPLIES	\$ 467.48
EFT7475	14/08/2015	NANNUP COMMUNITY RESOURCE CENTRE	TELEGRAPH ADVERT 2015 AUG	\$ 1,099.00
EFT7476	14/08/2015	NANNUP LIQUOR STORE	REFRESHMENTS	\$ 15.99
EFT7477	14/08/2015	SW PRECISION PRINT	1300 INFORMATION BOOKLETS RATES P/O 15158	\$ 2,506.00
EFT7478	14/08/2015	THE PAPER COMPANY OF AUSTRALIA PTY LTD	STATIONERY SUPPLIES	\$ 53.63
EFT7479	14/08/2015	ROD'S AUTO ELECTRICS	PLANT REPAIR	\$ 287.18
EFT7480	14/08/2015	SYNERGY	ELECTRICTY EXPENSES	\$ 5,303.35
EFT7481	14/08/2015	SUGAR MOUNTAIN ELECTRICAL SERVICES	SUNDRY MAINTENANCE	\$ 1,312.33
EFT7482	14/08/2015	SOUTHWEST TYRE SERVICE	GRADER TYRES	\$ 2,669.00
EFT7483	14/08/2015	TOTALLY SOUND	HEADSET	\$ 1,633.50
EFT7484	14/08/2015	WALGA	2015 LOCAL GOVERNMENT ELECTIONS ADVERTISING	\$ 1,870.00
EFT7485	14/08/2015	WARREN BLACKWOOD WASTE	WASTE FEES	\$ 7,441.95
EFT7486	19/08/2015	NANNUP HARDWARE & AGENCIES	SUNDRY SUPPLIES	\$ 1,187.87
EFT7487	20/08/2015	GUMNUTS GALORE	COMMUNITY GARDEN	\$ 50.00
EFT7488	20/08/2015	EDGE PLANNING & PROPERTY	PLANNING CONSULTANCY WORKS	\$ 1,435.50
EFT7489	20/08/2015	DEAN GUJA	EHO CONSULTANCY WORKS	\$ 1,826.00
EFT7490	20/08/2015	ROBERT BOOTSMA	REIMBURSEMENTOR EXPENSES	\$ 18.00
EFT7491	20/08/2015	KEVIN GRANGIER	YAC HELP	\$ 230.00
EFT7492	20/08/2015	REAL ADVENTURES INTERNATIONAL PTY LTD	KAYAK HIRE AT MEELUP YAC	\$ 280.00
EFT7493	20/08/2015	BLACKWOOD CAFE - SUMART	CAKE YAC	\$ 75.40
EFT7494	20/08/2015	BOC LIMITED	CONTAINER SERIVCE CHARGE DARRADUP	\$ 121.92
EFT7495	20/08/2015	BUSSELTON PEST & WEED CONTROL	CARLOTTA HALL, NANNUP	\$ 495.00
EFT7496	20/08/2015	COURIER AUSTRALIA	FREIGHT EXPENSES	\$ 127.06
EFT7497	20/08/2015	GEOGRAPHE SAWS & MOWERS	SUNDRY SUPPLIES	\$ 1,680.00
EFT7498	20/08/2015	EVERYDAY POTTED PLANTS	GARDENING SUPPLIES	\$ 2,448.60
EFT7499	20/08/2015	HOWSON MANAGEMENT PTY LTD	PROJECT MANAGEMENT FEES	\$ 16,368.00
EFT7500	20/08/2015	JASON SIGNMAKERS	SIGNAGE	\$ 2,085.60
EFT7501	20/08/2015	NANNUP HARDWARE & AGENCIES	SUNDRY SUPPLIES	\$ 269.00
EFT7502	20/08/2015	NANNUP LIQUOR STORE	REFRESHMENTS	\$ 91.94
EFT7503	20/08/2015	THE PAPER COMPANY OF AUSTRALIA PTY LTD	STATIONERY SUPPLIES	\$ 138.60
EFT7504	20/08/2015	SYNERGY	ELECTRICTY EXPENSES	\$ 331.85
EFT7505	20/08/2015	SOUTHWEST TYRE SERVICE	SUNDRY TYRE SUPPLIES	\$ 822.00
EFT7506	20/08/2015	WORK CLOBBER	PERSONAL PROTECTIVE EQUIPMENT	\$ 574.00
EFT7507	20/08/2015	LOCAL HEALTH AUTHORITIES ANALYTICAL COMMITTEE	ANALYTICAL SERVICES 2015/16 SUBSCRIPTION	\$ 495.00
EFT7508	21/08/2015	P & F MARTIN	VEHICLE MAINTENANCE	\$ 434.40
EFT7509	21/08/2015	NORMAN STEER	WALGA TRAINING	\$ 1,301.54
EFT7510	21/08/2015	OZLINC	CARLOTTA AND EAST NANNUP BFBS	\$ 433.40
EFT7511	21/08/2015	AUSTRALIAN TAXATION OFFICE	BAS - JULY 2015	\$ 19,208.00
EFT7512	21/08/2015	AMD CHARTERED ACCOUNTANTS	AUDIT ENDING JUNE 2015	\$ 704.00
EFT7513	21/08/2015	INSIGHT CCS PTY LTD	AFTERHOURS CALL CENTRE	\$ 100.10
EFT7514	21/08/2015	WALGA	WALGA CONFERENCE EXPENSES	\$ 3,126.00
EFT7515	24/08/2015	NANNUP BRIDGE CAFE	CATERING FOR SHIRE MEETING	\$ 440.00
EFT7516	24/08/2015	BRC - BUILDING SOLUTIONS	NRC15 CLAIM NO 15	\$ 66,713.97
EFT7517	24/08/2015	W.A. WSL PTY LTD	UNDERGROUND SERVICE LOCATING	\$ 2,025.10
EFT7518	24/08/2015	CARLOTTA BUSH FIRE BRIGADE	2X SHIFT ATTENDANCE AT QUIT FOREST RALLY 2015	\$ 350.00
EFT7519	24/08/2015	DARRADUP VOLUNTEER BUSH FIRE BRIGADE	1 X SHIFT ATTENDANCE AT QUIT FOREST RALLY 2015	\$ 175.00
EFT7520	24/08/2015	EAST NANNUP BUSH FIRE BRIGADE	2 X SHIFT ATTENDANCE AT QUIT FOREST RALLY 2015	\$ 350.00
EFT7521	24/08/2015	STATE LIBRARY OF WESTERN AUSTRALIA	DELIVERY OF BETTER BEGINNINGS PROGRAM	\$ 55.00
EFT7522	24/08/2015	NANNUP BROOK BUSH FIRE BRIGADE	2 X SHIFT ATTENDANCE AT QUIT FOREST RALLY 2015	\$ 350.00
EFT7523	24/08/2015	NORTH NANNUP BUSH FIRE BRIGADE	2 X SHIFT ATTENDANCE AT QUIT FOREST RALLY 2015	\$ 350.00
EFT7524	25/08/2015	DEPARTMENT OF FIRE AND EMERGENCY SERVICES	2015/16 ESL QUARTER 1	\$ 18,246.85
<b>Total Municipal EFT Payments</b>				<b>\$ 438,846.70</b>

**SHIRE OF NANNUP**  
**ACCOUNTS FOR PAYMENT - AUGUST 2015**

EFT/ Cheque	Date	Name	Invoice Description	Amount
19853	14/08/2015	MARKETFORCE EXPRESS	WASTE MANAGEMENT TENDER 02/15	\$ 399.45
19854	14/08/2015	BUSSELTON MOTORS	SUZUKI SERVICE	\$ 379.58
19855	14/08/2015	SENSIS PTY LTD	ADVERTISING	\$ 15.62
19856	14/08/2015	BUNNINGS- BUSSELTON	SUNDRY SUPPLIES	\$ 3.10
19857	14/08/2015	CITY OF BUNBURY	CONFERENCE EXPENSES	\$ 300.00
19858	14/08/2015	ELLIOTTS SMALL ENGINES	CHAIN LOOP	\$ 117.45
19859	14/08/2015	FORPARK AUSTRALIA	1 TORNADO	\$ 4,512.20
19860	14/08/2015	SHIRE OF NANNUP	BUILDING SERVICES LEVY PAYMENT	\$ 123.30
19861	19/08/2015	WATER CORPORATION	WATER EXPENSES	\$ 1,122.77
19862	20/08/2015	MARKETFORCE EXPRESS	ADVERTISING - BUSSELTON DUNSBOROUGH TIMES	\$ 291.65
19863	20/08/2015	RAC BUSINESSWISE	INSURANCE COVERAGE	\$ 98.00
19864	20/08/2015	DUMITRU & FLEUR AMBROSA	REFUND OF CTF LEVY	\$ 51.00
19865	20/08/2015	CITY OF BUNBURY	REGISTRATION 2015 SWLGEMA CONFERENCE	\$ 150.00
19866	24/08/2015	CUNDINUP BUSH FIRE BRIGADE	1 X SHIFT ATTENDANCE AT QUIT FOREST RALLY 2015	\$ 175.00
<b>Total Municipal Cheque Payments</b>				<b>\$ 7,739.12</b>
DD9333.1	31/08/2015	WESTNET	INTERNET HOSTING	\$ 174.84
DD9333.2	31/08/2015	CALTEX AUSTRALIA	FUEL EXPENSES - JULY ACCOUNT 2015	\$ 925.12
DD9333.3	31/08/2015	TELSTRA	TELSTRA INVOICE JULY 16 TO AUG 15 2015	\$ 1,465.45
DD9333.4	31/08/2015	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 37 AUGUST 2015 PAYMENT	\$ 1,666.06
DD9333.5	31/08/2015	SGFLEET	CESO VEHICLE LEASE - ENDING JULY 31 2015	\$ 1,312.83
DD9333.6	31/08/2015	BP AUSTRALIA	JULY 2015 BP FUEL ACCOUNT	\$ 302.44
DD9333.7	31/08/2015	CORPORATE CREDIT CARD - SHIRE OF NANNUP	SUNDRY EXPENSES	\$ 1,621.37
<b>Total Municipal Direct Debit Payments</b>				<b>\$ 7,467.81</b>
<b>TOTAL MUNICIPAL PAYMENTS FOR PERIOD</b>				<b>\$ 454,053.63</b>
<b>TOTAL TRUST PAYMENTS FOR PERIOD</b>				<b>\$ -</b>
<b>TOTAL PAYMENTS FOR PERIOD:</b>				<b>\$ 454,053.63</b>



SHIRE OF NANNUP			
CREDIT CARD TRANSACTIONS -AUGUST 2015			
	Supplier	Description	Amount
30/7/2015	State Emergency Service	CESO Training Course	\$ 520.00
31/7/2015	Rose & Crown Hotel	Ranger Training - Accomodation	\$ 232.00
2/08/2015	Google Adwords	Everything Nannup Website	\$ 29.07
9/08/2015	Rose & Crown Hotel	Ranger Training - Accomodation	\$ 680.00
14/08/2015	Rose & Crown Hotel	Ranger Training - Meals	\$ 160.00
	<b>Total Credit Card Purchase - Peter Clarke August 2015</b>		<b>\$ 1,621.07</b>